

The Honorable Barbara J. Rothstein

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

KING COUNTY, et al.,)	
)	No. 2:25-cv-00814
Plaintiffs,)	
)	DECLARATION OF ERIC KING
vs.)	
)	
SCOTT TURNER in his capacity as the)	
Secretary of the U.S. Department of Housing)	
and Urban Development, et al.)	
)	
Defendants.)	

I, ERIC KING, declare as follows:

1. I am a resident of the state of Oregon. I am over the age of eighteen. I make this declaration based on personal knowledge of the facts contained herein.
2. I have a Master's Degree in Urban and Regional Planning and a Graduate Certificate in Real Estate Development from Portland State University.
3. I am the City Manager of the City of Bend ("Bend"), a position I have held since 2008. As the City Manager, I am the administrative head of the city and am ultimately responsible for of all the City of Bend's departments and programs.
4. Bend is a municipal corporation with a home-rule all-powers charter under the laws of the State of Oregon. Bend is the road authority for the local roads within city limits, and owns and operates the Bend Municipal Airport (KBDN) (the "Bend Airport"). The Bend

1 Airport is a general aviation airport located outside city limits in unincorporated Deschutes
2 County. The City, as airport sponsor, receives grant funding from the Federal Aviation
3 Administration (“FAA”) for planning and development of the Bend Airport.

4 5. As the road authority, Bend maintains over 900 lane miles of local roads. The
5 Burlington-Santa Fe Railway (“BNSF”) operates a main trunk line that runs through Bend,
6 along with a rail switchyard. There are 17 roadway crossings of rail line within Bend city limits.
7 Ten of the crossings are at-grade and utilize active traffic control devices. Track switching
8 activities frequently and unpredictably disrupt east-west travel on Bend’s roadways. In 2019,
9 BNSF was operating 10 to 12 trains per day through the study area. At-grade crossings require
10 vehicle, pedestrian, and bicycle traffic to stop when trains pass through. One such at-grade
11 crossing is located on Reed Market Road in the southeast part of Bend. This crossing is located
12 in census blocks with a higher than average share of residents with disabilities and residents 65
13 years or older.

14 6. Reed Market Road is one of two “Major Arterial” east-west roadways in the city
15 and is the major east-west connector in SE Bend. Major arterials generally serve through-traffic
16 to provide continuous cross-town travel and high traffic volumes and serve as the backbone for
17 citywide freight movement and emergency services traffic. Bend has recently been one of the
18 fastest growing cities in the western United States and southeast Bend where Reed Market Road
19 is located is the fastest growing part of Bend. This rapid growth has resulted in significant
20 traffic pressure on Reed Market Road. On information and belief, when trains cross at Reed
21 Market Road, vehicle delays can be as much as 20 minutes.

22 7. On information and belief, Bend has been studying the Reed Market Road for the
23 past 20 years, starting with the 2005 Reed Market Corridor Study Existing Conditions and

1 Future Baseline Traffic Conditions Technical Reports. These reports identified key deficiencies
2 along the corridor including congestion, poor operations, high crash rates and unpredictable
3 delays for users at the BNSF at-grade railroad crossing at Reed Market Road. The 2006 Reed
4 Market Corridor Report identified the ultimate design of the corridor and prioritized high
5 priority and interim projects including the grade separation of the Reed Market Road/BNSF at-
6 grade rail crossing. Removal of the at-grade crossing is a critical public safety project that will
7 reduce the risk of vehicular-rail incidents and emergency response times, maintain free-flowing
8 rail and vehicle traffic, reduce traffic congestion and improve air quality, safety, and
9 connectivity for people in Bend.

10 8. Property tax rates in Oregon are constrained by the state constitution, and Bend
11 cannot raise property taxes to pay for infrastructure improvements, relying on state, federal, and
12 voter-approved bonds for capital construction and road maintenance activities. Bend invested
13 \$17.6 million of local general obligation bond funds to improve Reed Market Road around the
14 at-grade crossing in 2015, but could not eliminate the at-grade crossing with available funding.
15 In 2020, Bend voters approved another general obligation bond, including funding toward
16 eliminating the Reed Market Road at-grade crossing and further improvements on Reed Market
17 Road.

18 9. The Bend Airport is located approximately three miles east of Bend. The Bend
19 Airport was established in the late 1930s for World War II training. Since the war, the airstrip
20 has been owned and operated by Bend. The Bend Airport is the third busiest airport in Oregon
21 with more than 140,000 annual takeoffs and landings. The Airport is presently non-towered and
22 is classified as an Urban General Aviation Airport without scheduled passenger service. An air
23 traffic control tower is under construction, primarily funded by the FAA, and is planned to be

1 staffed through the FAA by federal contract employees. Other capital projects are underway and
2 being planned for using FAA funding, as further described below.

3 10. In my capacity as City Manager, I manage and authorize, with approval from the
4 Bend City Council as necessary under the city's governing documents, all federal and state
5 grant applications for Bend.

6 **Federal Aviation Administration – Bend Municipal Airport Funding**

7 11. Bend is a federally funded airport sponsor. Bend has sought and received more
8 than \$18 million in federal funds from FAA to build several large projects over the last decade
9 at the Bend Airport, and millions more throughout its existence.

10 12. Bend relies on federal funding for capital improvements that keep the airport
11 functioning and safe for its users to meet its obligations as an airport sponsor. On information
12 and belief, approximately 95% of the Bend Airport's capital projects budget is funded by the
13 FAA, with the exception of required local match for funded projects and a few smaller
14 stormwater or other projects. By memorandum dated January 11, 2024, the FAA promulgated
15 its 2025-2029 Bend Airport Capital Improvement Plan ("CIP"), which identified the highest
16 priority work within anticipated funds that would most effectively improve the Bend Airport
17 from a safety and preservation perspective.

18 13. That 2025-2029 CIP anticipates approximately \$10.1 million in "projects [FAA]
19 intends to move forward with at [that] time," subject to available funding. The Bend Airport is
20 part of the FAA Airport Improvement Program. A true and correct copy of the FAA's memo
21 regarding this CIP is attached as **Exhibit A**. Through this program, the Bend Airport creates a
22 five-year CIP representing a program for the planning and development of the Bend Airport.
23 This CIP is submitted to and reviewed by the FAA. Historically and throughout my experience

1 as the Bend City Manager, the Bend Airport has received funding for the projects on its FAA-
2 reviewed CIP through this process. Some projects on the Bend Airport CIP are funded through
3 competitive Airport Improvement Grant (“AIG”) funding, primarily funded at this time through
4 existing appropriations from the Infrastructure Investment and Jobs Act (“IIJA” also known as
5 the Bipartisan Infrastructure Law (“BIL”)). Projects on the CIP are identified and awarded AIG
6 funding, then the Bend Airport submits an application with details about the project being
7 funded and enters into a grant agreement to use the awarded FAA funds on the project. Other
8 projects on the Bend Airport CIP are funded through Airport Improvement Program (“AIP”)
9 that the FAA awards as funding becomes available. Bend has been expending resources and
10 staff time planning projects in reliance on this historic practice.

11 14. On April 10, 2024, Bend accepted BIL AIG Project No. 3-41-0007-037-2024
12 (the “Taxilane Design Grants”) in an amount of \$285,660 to fund the design of a taxilane
13 rehabilitation project at the Bend Airport (the “Taxilane Project”).

14 15. On July 8, 2024, Bend accepted the BIL AIG Project No. 3-41-0007-040-2024 in
15 an amount of \$115,294 and the AIP No. 3-41-0007-036-2024 Grant Offer (together, the
16 “Taxiway Design Grants”) to fund the design of the Taxiway A and B rehabilitation and
17 lighting project, as well as for magnetic variation update of Runway 16-34 to Runway 17-35
18 (the “Taxiway Project”).

19 16. Among other things, in accepting the Airport Improvement Project (AIP) No. 3-
20 41-0007-036-2024 Grant Offer, Bend agreed that work described in this Grant Agreement must
21 be incorporated into a “safe, useful, and usable unit of development completed within a
22 reasonable timeframe” and further that the “safe, useful, usable unit of development must be
23 completed regardless of whether the Sponsor receives any additional federal funding.”

1 17. Bend now intends to apply for funding identified in the CIP for construction of
2 the Taxilane Project and Taxiway Project.

3 18. Based on the historic practice of the FAA providing funds for projects identified
4 on the FAA-reviewed CIP, in June 2025, Bend intends to apply to the FAA for \$3,150,000 in
5 AIP grant funds via Funding Opportunity Number 3-41-0007-041-2025, as well as to apply to
6 the FAA for \$780,621 in Airport Infrastructure Grant (AIG) funds via Funding Opportunity
7 Number 3-41-0007-043-2025, which will together fund Phase 2 Construction of the Taxiway
8 Project (“Taxiway Construction Grants”). Bend is in the process of soliciting a construction
9 contractor for this work.

10 19. On May 14, 2025, construction funding for the Taxilane Project programmed
11 and planned for in the FAA-supported CIP was awarded to Bend, as announced by Senator Ron
12 Wyden’s office, and Bend will later apply for these funds in summer 2025, likely in July or
13 August, as is typical for FAA grants and under the process historically used to allocate FAA
14 funds to Bend Airport CIP projects.

15 20. On or around May 7, 2025, Bend received the 2025 versions of the FAA Grant
16 Assurances and Grant Template. A true and correct copy of the assurance and template is
17 attached as **Exhibit B**. On information and belief, on or around May 13, 2025, Bend was asked
18 if it would sign these agreements and assurances with the new conditions (described below).

19 21. The 2025 FAA Grant Assurances, which are dated April 2025, on information
20 and belief, set forth various assurances applicable to airport sponsors. As stated above, Bend is
21 an airport sponsor. The 2025 Grant Assurances include a sponsor certification, requiring the
22 sponsor to certify that it will comply with all applicable federal laws, regulations, and executive
23 orders. Further, the certification states that “[p]erformance under this agreement shall be

1 governed by and in compliance with the following requirements” and that the “applicable
2 provisions to this agreement include, but are not limited to,” a number of executive orders,
3 including Executive Order 14168 (“Defending Women from Gender Ideology Extremism and
4 Restoring Biological Truth to the Federal Government”) and Executive Order 14173 (“Ending
5 Illegal Discrimination and Restoring Merit-Based Opportunity”). Prior FAA grant assurances
6 did not refer to or purport to require compliance with these executive orders.

7 22. The 2025 FAA Grant Template, updated May 2025, incorporates by reference
8 the 2025 FAA Grant Assurances. The 2025 FAA Grant Template also sets forth a set of terms
9 and conditions.

10 23. One such condition in the 2025 FAA Grant Template requires the sponsor to
11 “agree[] that its compliance in all respects with all applicable Federal anti-discrimination laws is
12 material to the government’s payment decisions for purposes of 31 U.S.C. 3729(b)(4) [the False
13 Claims Act]” and to certify “that it does not operate any programs promoting diversity, equity,
14 and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.”

15 24. Another condition in the 2025 FAA Grant Template requires the sponsor to
16 “cooperate with Federal officials in the enforcement of Federal law, including cooperating with
17 and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices
18 and components of the Department of Homeland Security in and the enforcement of Federal
19 immigration law.”

20 25. On information and belief, these conditions were not included in prior FAA grant
21 agreements or grant assurances entered into by Bend.

22 26. Bend will be irreparably harmed if Bend does not receive and is not able to sign
23 the Taxiway Construction Grants. Bend is a federally funded airport sponsor. As a result, the

1 Bend Airport relies primarily on FAA funding for its needed capital improvement projects, as
2 indicated in Bend's proposed 2025-2027 budget,¹ which the City's Budget Committee approved
3 on May 14, 2025, and which the City Council will review during its June 18, 2025, meeting.
4 This biennial budget process is proceeding in reasonable reliance on existing and anticipated
5 future federal funding for the airport. As the proposed budget makes clear, the Bend Airport
6 cannot complete critical improvement projects, including the Taxiway Project, without the
7 federal funding described above. Without the federal funding described above, these critical
8 infrastructure projects will not occur, or Bend will need to reallocate money currently
9 prioritized for other needs, jeopardizing airport safety and other city needs and priorities.

10 27. The inability to complete these projects poses multiple risks for Bend and airport
11 users. As set forth above, in accepting the AIP Grant Offer, Bend has committed—regardless of
12 whether it receives additional federal funding—to complete construction on particular airport
13 improvement projects. Thus, in the absence of alternative funding sources, the inability to
14 receive the Taxiway Construction Grants jeopardizes Bend's ability to comply with the AIP
15 Grant Offer. Failure to receive these federal funds also poses unacceptable risks to airport users
16 and public safety generally.

17 28. Further, Bend has been accepted to participate in the Federal Contract Tower
18 Program ("FCT Program") in which FAA would provide contracted controllers to staff the
19 airport's tower in the future. Participation in the FCT Program, and the ability to ensure that the
20 airport's tower is properly and safely staffed, requires completion of various airport
21 improvement projects that currently cannot be completed absent federal funding.

22
23 ¹ <https://www.bendoregon.gov/home/showpublisheddocument/62954/638827417298600000>

**Department of Transportation – Federal Railways Administration – Reed Market
Overcrossing Funding**

29. On or around January 10, 2025, the City of Bend was awarded \$32,321,299 from the Department of Transportation’s Federal Railroad Administration (the “2025 Bend FRA Award”) for activities to construct a highway-rail grade separation and close the existing at-grade crossing of BNSF railroad tracks at Reed Market Road (the “Overcrossing Project”) under the Railroad Crossing Elimination Program (“RCE”). Attached to this declaration and marked as **Exhibit C** is a true and correct copy of the FRA announcement of the funding award to Bend for this project. The RCE was authorized by the Infrastructure Investment and Jobs Act (“IIJA”), Section 22104 Public Law 117-58, and funded by the 2023 and 2024 advance appropriations in Title VIII of Division J of the IIJA. Program requirements are codified at 49 U.S.C. § 22909. Funding made available by the FY 2023 and 2024 advance appropriations provided in Title VIII of Division J of the IIJA and by remaining unawarded FY 2022 RCE Program balances through a competitive grant award process. Bend had previously applied for these grant funds.

30. On or about May 9, 2025, on information and belief, Bend received updated terms and conditions applicable to all Federal Railroad Administration grants and reasonably expect these terms and conditions to apply to future FRA grants, including the 2025 Bend FRA Award. These terms and conditions were not included in the Notice of Funding Opportunity and Bend was not aware of them when it applied for funding. These added terms and conditions include language that “the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs

1 Enforcement (ICE) and other Federal offices and components of the Department of Homeland
2 Security in and the enforcement of Federal immigration law.”

3 31. The terms and conditions, and their accompanying exhibits, include certain
4 agreements and certifications by the recipient (Bend). These include:

- 5 a. “Pursuant to Section 3(b)(iv)(A) of Executive Order 14173, Ending Illegal
6 Discrimination And Restoring Merit-Based Opportunity, the Recipient agrees
7 that its compliance in all respects with all applicable Federal anti-
8 discrimination laws is material to the government’s payment decisions for
9 purposes of section 3729(b)(4) of title 31, United States Code.”
- 10 b. “Pursuant to Section 3(b)(iv)(B) of Executive Order 14173, Ending Illegal
11 Discrimination And Restoring Merit-Based Opportunity, by entering into this
12 agreement, the Recipient certifies that it does not operate any programs
13 promoting diversity, equity, and inclusion (DEI) initiatives that violate any
14 applicable Federal anti-discrimination laws.”
- 15 c. “By entering into this Agreement, the Recipient assures and certifies, with
16 respect to this award, that it will comply with all applicable Federal laws,
17 regulations, [and] executive orders” and that “[p]erformance under this
18 Agreement shall be governed by and in compliance with the following
19 requirements,” “includ[ing], but not limited to” Executive Order 14168
20 (“Defending Women from Gender Ideology Extremism and Restoring
21 Biological Truth to the Federal Government”) and Executive Order 14173
22 (“Ending Illegal Discrimination and Restoring Merit-Based Opportunity”).
23

1 32. On information and belief, a further revised version of these conditions, dated
2 April 30, 2025, includes additional federal laws to which the recipient must certify compliance,
3 including 8 U.S.C. §§ 1324, 1327.

4 33. The conditions set forth in the preceding paragraphs are new in the 2025 Bend
5 FRA Award and were not included in a 2024 award Bend received from the 2023-2024 RCE
6 round of funding for design of the Overcrossing Project.

7 34. Based on the Overcrossing Project timeline, Bend expects to receive a grant
8 agreement for the 2025 Bend FRA Award in 2026.

9 35. As set forth above, in 2020, Bend voters approved a general obligation bond that
10 included funding toward eliminating Reed Market at-grade crossing and further improvements
11 on Reed Market Road. This was a signature project highlighted in the bond as it was presented
12 to voters. If Bend is unable to sign the grant agreement in connection with the 2025 Bend FRA
13 Award, it will lose more than \$32 million in federal funds that have already been awarded by
14 FRA for completion of the Overcrossing Project. Without these funds, Bend would either be
15 unable to complete the Overcrossing Project or would have to divert tens of millions of dollars
16 from other projects currently being planned and programmed with general obligation bond
17 funding. The foregone projects would include bike and pedestrian improvements, road
18 connectivity projects, highway connectivity projects, intersection improvements, and other road
19 enhancements essential to the public welfare and safety.

20 36. Losing these federal funds would irreparably harm Bend in the immediate term.
21 In allocating the funding available from the general obligation bond, Bend has reasonably relied
22 on the 2025 Bend FRA Award. As a result, Bend is currently planning and programming the use
23 of the remainder of the general obligation funds for other projects. If those other projects cannot

1 be completed because funding for such projects must be diverted for the Overcrossing Project,
2 that ongoing work will need to be stopped or undone, imposing significant costs on Bend. The
3 planning and programming work for these other general obligation bond projects is happening
4 now and will continue over the coming months.

5 **Bend and the Conditions**

6 37. The federal government has presented the City of Bend with an untenable choice:
7 agree to conditions that require Bend to violate state law and our City's existing commitments, or
8 lose access to more than \$40 million in funding that is critical to the public health, safety, and
9 welfare of the community of Bend—and potentially more if the new conditions are imposed on
10 grants already awarded to the City.

11 38. State law prohibits Bend from cooperating with ICE—beyond what federal law
12 requires—and therefore Bend cannot sign an agreement containing this condition. In 2021,
13 Oregon expanded and updated its Sanctuary Promise Act, in place since 1987. These state laws
14 comply with federal law, but they also impose restrictions on the collection and dissemination of
15 information beyond what is required by federal law. For example, these laws prevent public
16 bodies (like Bend) from gathering information about immigration status, sharing other
17 information with federal immigration enforcement, and using state and local resources to assist
18 in enforcing federal immigration laws, except where otherwise required by federal law. As a city
19 in Oregon, Bend is bound by these laws, and has developed policies and procedures for its police
20 department, among others, to comply with these laws. Bend cannot commit to complying with a
21 condition that involves violations of state law by requiring cooperation beyond the requirements
22 of federal law.


1 39. As to the conditions related to DEI, they seek to impose significant civil and
2 criminal False Claims Act liability for failing to comply with a condition that contains terms that
3 are undefined and ambiguous. Most notably, there is a concerning lack of definition for “DEI” in
4 the new grant conditions and executive orders on which they are based. This makes it difficult, if
5 not impossible, for Bend to know if it can or is complying with the DEI Condition. It is not at all
6 clear how Bend can know what might constitute an illegal DEI or DEIA policy, especially if
7 those terms are defined other than with reference to existing federal nondiscrimination
8 requirements already covered by language in prior grant agreements and assurances Bend has
9 and is prepared to sign. It is not clear how Bend is supposed to identify, locate, evaluate, and
10 follow an open-ended, indeterminate list of federal guidance referenced in the executive orders
11 and grant conditions, and it is unclear whether following that guidance is sufficient, particularly
12 when available guidance has been vague and uncertain in how it could be applied in Bend.

13 40. To the best of my knowledge, Bend’s programs and policies comply with existing
14 interpretations and application of federal anti-discrimination laws. It is important to Bend that all
15 of its federally assisted programs are conducted consistent with laws that prohibit discrimination,
16 as required by federal law. But Bend cannot certify that it does not have any programs or policies
17 the administration may consider unlawful, because it is not clear what aspects of DEI programs
18 or policies the administration believes may be unlawful, and it is even less clear whether federal
19 courts will adopt the novel interpretations being offered by the administration.

20 41. The loss of federal funding on the basis of these vague and expansive new and
21 changed terms and conditions would irreparably harm Bend and its residents, jeopardizing public
22 safety and wellbeing by delaying or eliminating critical infrastructure improvement projects, for
23 vehicular, pedestrian, bicycle, railway, and airport traffic, users, and the general public.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: 5/19/2025

DocuSigned by:

409FF33EB4E64D3...

ERIC KING, CITY MANAGER

CERTIFICATE OF SERVICE

I hereby certify that on May 21, 2025, I served a true and correct copy of the foregoing document on the following parties by the method(s) indicated below:

Brian C. Kipnis Annalisa L. Cravens Sarah L. Bishop Rebecca S. Cohen <i>Assistant United States Attorneys</i> Office of the United States Attorney 700 Stewart Street, Suite 5220 Seattle, WA 98101-1271 brian.kipnis@usdoj.gov annalisa.cravens@usdoj.gov sarah.bishop@usdoj.gov rebecca.cohen@usdoj.gov <i>Attorneys for Defendants Scott Turner, U.S. Dept. of Housing and Urban Development, Sean Duffy, U.S. Dept. of Transportation, Tariq Bokhari, the Federal Transit Administration, Gloria M. Shepherd, the Federal Highway Administration, Chris Rocheleau, the Federal Aviation Administration, Drew Feeley, the Federal Railroad Administration</i>	<input checked="" type="checkbox"/> CM/ECF E-service <input type="checkbox"/> Email <input type="checkbox"/> U.S. Mail <input type="checkbox"/> Certified Mail / Return Receipt Requested <input type="checkbox"/> Hand delivery / Personal service
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I declare under penalty of perjury under the laws of the United States and the State of Washington that the foregoing is true and correct.

DATED this 21st day of May, 2025.

/s/ Gabriela DeGregorio

Gabriela DeGregorio
 Litigation Assistant
 Pacifica Law Group LLP

CERTIFICATE OF SERVICE

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EXHIBIT A



Federal Aviation Administration

Memorandum

Date: 1/11/2024

To: Bend Municipal Airport

From: Tim House

Subject: 2025-2029 CIP

The development of a solid Capital Improvement Plan (CIP) is important to identify the highest priority work within the anticipated funds that would most effectively improve the statewide airport system from a safety and preservation perspective. The table below represents the projects that we intend to move forward with at this time; however as in any given year, projects are dependent on the availability of funding. Any changes to the agreed upon project list needs to be coordinated on your next SCIP and may affect funding and year.

Bend Municipal Airport
5-YEAR PROJECTS & PLANNED FUNDING

Year#	Project Name	NPE*	ST	DI	BIL	FAA Total
2025	Rehabilitate Parallel Taxiways; Install MITL; MagVar Change: Phase 2 - Construction	\$150,000	\$500,000	\$2,500,000	\$0	\$3,150,000
2025	Airport Pavement Reconstruction and Rehabilitation Project: Multiple Taxilanes/Aprons Reconstruction and Rehabilitation Phase 2 Construction	\$0	\$0	\$0	\$2,789,569	\$2,789,569
2026	Airport Pavement Reconstruction and Rehabilitation Project: Multiple Taxilanes/Aprons Reconstruction and Rehabilitation Phase 3 Construction	\$0	\$0	\$0	\$844,000	\$844,000
2027	West Apron Reconstruction &	\$270,000	\$0	\$0	\$0	\$270,000

	Rehabilitation: Phase 1 – Design					
2028	Carryover	\$0	\$0	\$0	\$0	\$0
2029	West Apron Reconstruction & Rehabilitation: Phase 2 – Construction	\$330,000	\$2,800,000	\$0	\$0	\$3,130,000**

Projects originally planned for FY2024 that have been postponed are not addressed in this memo. If you plan to move a FY2024 project into FY2025 for a grant, please talk to your project manager.

*Non-primary entitlement funds are specifically for general aviation airports that show needed airfield development listed in the latest published National Plan of Integrated Airport Systems (NPIAS). Non-primary entitlement funds are calculated as follows; the lesser of \$150,000 or 1/5 of an airport's 5-year development cost.

**Note that your submitted CIP shows AIP funding needs greater than what is anticipated to be available. Please continue to work with your Project Manager on a funding plan for this work.

For reference non primary entitlements and BIL balance prior to any FY2024 funding actions are listed below.

	<u>NPE</u>	<u>BIL</u>
FY2021	\$0	
FY2022	\$0	\$572,569
FY2023	\$150,000	\$844,000
FY2024	\$150,000	\$851,000
TOTAL	\$300,000	\$2,267,569

If you have any questions, comments, or concerns related to the CIP memo, please contact Tim House, (206) 231-4248, Timothy.A.House@faa.gov.



Federal Aviation Administration

Memorandum

Date: April 1, 2025

State: OR

NPIAS: Regional

LocID - City: BDN - Bend

From: Tim House

Subject: 2026-2030 CIP

The development of a solid Capital Improvement Plan (CIP) is important to identify the highest priority work within the anticipated funds that would most effectively improve the statewide airport system from a safety and preservation perspective. The summary table below represents the plan the FAA will move forward with at this time, for the Airport Improvement Program (AIP) and Airport Infrastructure Grant (AIG) - Infrastructure Investments and Jobs Act (IIJA) funding; however, as in any given year, projects are dependent on the availability of funding. Any changes to the agreed upon project list need to be coordinated on your next SCIP and may affect funding and year.

BDN - Bend

5-YEAR PROJECTS & PLANNED FUNDING

Bend - BDN		Regional	FAA Share	90.00%		
Year	Project Name	NPE	ST	DI	AIG	FAA Total
2026	Airport Pavement Recon/Rehab: Ph3	\$0	\$0	\$0	\$844,000	\$844,000
2027	Carryover	\$0	\$0	\$0	\$0	\$0
2028	West Apron Rehab: Ph1-Design	\$270,000	\$0	\$0	\$0	\$270,000
2029	West Apron Rehab: Ph2	\$330,000	\$2,800,000	\$0	\$0	\$3,130,000

Projects originally planned for FY2025 that have been postponed are not addressed in this memo. If you plan to move a FY2025 project into FY2026 for a grant, please talk to your project manager.

*Non-primary entitlement funds are specifically for general aviation airports that show needed airfield development listed in the latest published National Plan of Integrated Airport Systems (NPIAS). Non-primary entitlement funds are calculated as follows; the lesser of \$150,000 or 1/5 of an airport's 5-year development cost.

**FY2026 FAA percentage is 95%

The following table represents the projects that are not moving forward at this time. The information submitted did not provide sufficient detail to show either justification, eligibility or the project is not financially feasible at this time.

Year	Project Name	NPE	ST	DI	AIG	FAA Total
2030	Perimeter Fence: Ph1-Environmental	\$150,000	\$0	\$0	\$0	\$150,000

For reference non-primary entitlements and IIJA balance prior to any FY2025 funding actions are listed below.

Bend Municipal - Bend, OR - (BDN)				
Funding Allocations Prior to any FY 2025 Funding Actions				
Non-Primary Entitlement (NPE)			IIJA AIG	
\$ -	2022 NPE (Expires FY25)		\$ 171,615	2022 AIG (Expires FY25)
\$ -	2023 NPE (Expires FY26)		\$ 844,000	2023 AIG (Expires FY26)
\$ -	2024 NPE (Expires FY27)		\$ 851,000	2024 AIG (Expires FY27)
\$ 150,000	2025 NPE (Expires FY28)		\$ 282,000	2025 AIG (Expires FY28)
\$ 150,000	Estimated NPE (for planning through 2030)		\$ 282,000	2026 AIG (Expires FY29)

If you have any questions, comments, or concerns related to the CIP memo, please contact Tim House, (206) 231-4248, Timothy.A.House@faa.gov.

EXHIBIT B

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantaged Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.
a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for

residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for

certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not

conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or

transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

- b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The ([**Selection Criteria: Sponsor Name**]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of

race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);

3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction

management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, [current FAA Advisory Circulars for AIP projects](#) as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).



U.S. Department
of Transportation
Federal Aviation
Administration

FY 2025 AIRPORT INFRASTRUCTURE GRANT
TEMPLATE ONLY ** GRANT AGREEMENT ** TEMPLATE ONLY
Part I - Offer

Federal Award Offer Date {{DateTime_es_.signer1:calc(now()):format(date," mmmm d, yyyy")}}

Airport/Planning Area [Selection Criteria: Airport Name or Planning Area]

Airport Infrastructure Grant Number [Selection Criteria: Grant Number Formatted]

Unique Entity Identifier [Selection Criteria: DUNS Number]

TO: [Selection Criteria: Sponsor Name]

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

[Please Enter Co-Sponsor Name(s)]

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated [Selection Criteria: Project Application Date], for a grant of Federal funds for a project at or associated with the [Selection Criteria: Airport Name or Planning Area], which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the [Selection Criteria: Airport Name or Planning Area] (herein called the "Project") consisting of the following:

[Selection Criteria: Project Description]

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (IIJA) (Public Law number (P.L.) 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the attached Grant Assurances dated April 2025, interpreted, and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay [%Selection Criteria: Federal Share Percent%] % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$[Selection Criteria: Obligation Amount].

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b): \$[Selection Criteria: Planning Amount] for planning \$[Selection Criteria: Noise Amount] airport development or noise program implementation; and, \$[Selection Criteria: Land Acquisition Amount] for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
 - a. Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).
 - b. Budget Period:
 1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021, that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.
 - c. Close Out and Termination

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with

the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;
 - (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
 - (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
 - (4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or
 - (5) The FAA determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.
- (c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII 49 U.S.C. § 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, IJJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before [Selection Criteria: Offer Expiration Date], or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
 - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of IIA Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in IIA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial

grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

**** SELECT FOR PRIVATE SPONSORS:**

PRIVATE SPONSORS. When the Period of Performance has ended, the Sponsor must provide a copy of an audit of this award prepared in accordance with Federal audit requirements to the applicable Airports District Office or Regional Office.

A Sponsor expending less than \$1,000,000 in Federal awards and exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

**** SELECT FOR PUBLIC SPONSORS:**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns **it has** entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- 1. *Posting of contact information.*
 - a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- 2. *Provisions applicable to a recipient that is a private entity.*
 - a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:
 - i. Severe forms of trafficking in persons;
 - ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - iii. The use of forced labor in the performance of this grant; or any subaward; or
 - iv. Acts that directly support or advance trafficking in persons, including the following acts:
 - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - 1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - 2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

- c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - d) Charging recruited employees a placement or recruitment fee; or
 - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
- b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with the performance under this Grant; or
 - b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- 3. *Provisions applicable to a recipient other than a private entity.*
 - a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with the performance under this Grant; or
 - b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- 4. *Provisions applicable to any recipient.*
 - a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
 - b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.
 - c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
 - d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions. For purposes of this Grant award, term:*

- a. "Employee" means either:
 - i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
- b. "Private Entity" means:
 - i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
 - ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

- 23. **IIJA Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated [Enter Date], is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4712, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. § 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
- 26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.
- 27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of

certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.

28. **Critical Infrastructure Security and Resilience.** The State or Sponsor, as applicable, acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

29. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000 et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

30. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register in April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at: <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>

31. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)b)(iv), Executive Order 14173, *Ending Illegal Discrimination and Restoring Merit-Based Opportunity*, the sponsor:

- a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and

- b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.
32. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.
33. **National Airspace System Requirements.**
- (a) The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
 - (b) If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
 - 1) additional conditions on the award;
 - 2) consistent with 49 U.S.C. chapter 471, any remedy permitted under 2 CFR 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs; requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - 3) any other remedy legally available.
 - (c) In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
 - (d) The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).
34. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to FAA requests received prior to February 1, 2025.
35. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

SPECIAL CONDITIONS

36. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
- House and maintain the equipment in a state of operational readiness on and for the airport;
 - Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - Restrict the vehicle to on-airport use only;
 - Restrict the vehicle to the use for which it was intended; and
 - Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment.
37. **Equipment or Vehicle Replacement (Trade-In).** The Sponsor agrees that it will use the proceeds from the trade-in or sale of equipment being replaced by this project to reduce the total project costs.
38. **Equipment or Vehicle Replacement (FMV).** The Sponsor agrees that it will use the Fair Market Value (FMV) of equipment being replaced by this project to reduce the total project costs.
39. **Equipment or Vehicle Replacement (Not FMV).** The Sponsor and the FAA agree that the Fair Market Value (FMV) of equipment being replaced by this project is less than \$10,000 and that reimbursement to the FAA for the value of the replaced equipment to reduce the total project costs is not required.
40. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
- House and maintain the vehicle in a state of operational readiness for the airport;
 - Provide the necessary staffing and training to maintain and operate the vehicle;
 - Restrict the vehicle to airport use only;
 - Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
 - Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of agreement could require repayment of grant funding; and
 - Submit a copy of the executed agreement to the FAA within 30 days of executing the agreement with the local government.
41. **Automated Weather Observing Systems (AWOS).** The Sponsor understands that the FAA Air Traffic Organization (ATO), pursuant to 49 U.S.C. § 44502(e), will not take over the ownership, operation, or maintenance of any Sponsor-acquired AWOS equipment unless:
- It was purchased between October 5, 2018, and December 31, 2021, or after January 1, 2022, by a Sponsor located in a non-contiguous state;
 - The FAA determines the equipment meets FAA's performance specifications and acceptance criteria; and
 - The FAA agrees to take over the equipment under a transfer plan.
- Furthermore, if the Sponsor meets the above criteria, then the Sponsor shall:

1. Within 60 calendar days of grant acceptance, enter into a Memorandum of Agreement (MOA) with the FAA to establish a transfer plan;
2. Develop an Operations Maintenance Manual to more specifically describe the operational, maintenance, and documentation requirements for the AWOS if the Sponsor does not have an agreement with the FAA to take over the system within 30 days of commissioning in accordance with 49 U.S.C. § 44502(e);
3. Within 60 calendar days of installation, take the necessary actions to initiate the AWOS commissioning by the FAA; and
4. Provide for the continuous operation, and maintenance of any Non-Federal AWOS funded under this grant for the useful life of the equipment unless the equipment is transferred to the ATO under 49 U.S.C. § 44502(e). The Sponsor shall notify the Airports District Office once the transfer has been completed.

If the ATO does not agree to take over the equipment in the transfer plan within 60 days after the Sponsor accepted the Grant offer, the Sponsor will have a 30-day option to either terminate the Grant Agreement or the Sponsor will be required to operate and maintain the equipment in accordance with paragraphs **b and e-g** above.

42. **Non-Transferrable AWOS.** The Sponsor acknowledges the equipment purchased with this Grant is not eligible for transfer at any time under 49 U.S.C. § 44502(e)(1) as it does not meet the required performance specifications and acceptance criteria in accordance with 49 U.S.C. § 44502(e)(2).
43. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as described by 49 U.S.C. § 47106(a)(6).
44. **Airport Layout Plan (ALP).** The Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as described by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said ALP is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an ALP in accordance with 49 U.S.C. § 47107(a)(16).
45. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
46. **Temporary Navigational Aids.** The Sponsor agrees that [Enter Type of Equipment] equipment is being acquired for temporary use to minimize disruptions to the airport during construction. The Sponsor further agrees that upon construction, completion of this project, or at the point when this equipment is no longer needed for its intended use (but no later than the construction completion of the project), that the Sponsor will house this equipment in an interior enclosure. The Sponsor further agrees to make this equipment available, without cost, to be transferred to another airport as directed by the FAA.
47. **Notice to Proceed - Property Interest Acquired.** The Sponsor understands and agrees that the FAA authorization for the Sponsor to issue a notice to proceed with construction work will not be given until the Sponsor has adequately certified that good title will be acquired on the land on which construction is to be performed.

48. **Title Evidence.** The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments involving Parcel(s) [Enter parcel number(s) and other land identifying information] until title evidence has been submitted to, and found to be satisfactory by the FAA, subject to no liens, encumbrances, reservations, or exceptions which, in the opinion of the FAA, might create an undue risk or interference with the use and operation of the airport.
49. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that it will not submit any payment reimbursement requests until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26, including any amendments thereto), and, if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23, including any amendments thereto).
50. **Environmental.** The environmental approval for this project was issued on [Enter Approval Date] This project includes the following mitigation measures:
- [Enter Mitigation Measures, if any]
- The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.
51. **Equipment Acquisition.** The Sponsor understands and agrees that any equipment acquired through this Grant is considered a *facility* as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.
52. **Friction Measuring Devices.** The Sponsor agrees that it will properly calibrate, operate, and maintain the friction measuring equipment. The friction measuring equipment and tow vehicle (if applicable) must not be used for any other purpose other than for conducting friction measuring tests on airport pavement surfaces and directly related activities.
53. **Security Cameras and/or CCTVs.** The Sponsor hereby certifies it has requested Transportation Security Administration (TSA) funding for security cameras and/or Closed Circuit Televisions (CCTVs) outside the scope of the airport's 49 CFR Part 1542 plan but TSA denied the request in writing on ___ [Enter Date] ___. The Sponsor further certifies cameras and/or CCTVs acquired and installed under this Grant will be for the sole use of the Sponsor and its personnel for airport purposes. Equipment purchased and installed under this Grant may not be operated by TSA, airlines, or other Federal, state, or municipal agencies except those included in a mutual aid agreement that provides active surveillance and incident response.
54. **Instrument Landing System and Associated Equipment in Project.** The Sponsor agrees that it will:
- Prior to commissioning, assure the equipment meets the FAA's standards; and
 - Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.
55. **Wildlife Fence.** The Sponsor understands that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than 20 years from the date this Grant was issued. The Sponsor

understands that maintenance of the fence includes repair of damage to the fence or gates due to any reason.

56. **Update Accepted Exhibit "A" Property Map for Land in Project.** The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.
57. **Future Development Land.** The Sponsor agrees to perform the airport development which requires this land acquisition within [Enter Number of Years (20 or less)] years of this Grant Agreement and further agrees not to dispose of the land by sale or lease without prior consent and approval of the FAA. In the event the land is not used within [Enter Number of Years] for the purpose for which it was acquired, the Sponsor will refund the Federal share of acquisition cost or the current fair market value of the land, whichever is greater.
58. **Master Plan Coordination.** The Sponsor agrees to coordinate this master planning study with metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.
59. **Airport Layout Plan (ALP) Coordination.** The Sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the airport is located, a copy of the proposed ALP or ALP amendment to depict the project and a copy of any airport master plan in which the project is described or depicted.
60. **Airport-Owned Visual or Electronic Navigation Aids in Project.** The Sponsor agrees that it will:
 - a. Provide for the continuous operation and maintenance of any navigational aid funded under this Grant Agreement during the useful life of the equipment; unless the equipment is transferred by agreement to the FAA in accordance with 49 U.S.C. § 44502(e);
 - b. Prior to commissioning, assure the equipment meets the FAA's standards; and
 - c. Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.
61. **Site Selection.** The Sponsor understands and agrees that the Project cannot proceed beyond the site selection study until the Sponsor has received formal approval from the FAA to proceed.
62. **Airports Geographic Information System (GIS) Survey.** If the Airport's GIS survey is not reflected in the Airports Data Information Portal (ADIP) meeting FAA requirements within four (4) years from the date of grant execution, then the Sponsor may be required to repay that portion of this Grant related to survey work.
63. **Utilities Proration.** For purposes of computing the United States' share of the allowable project costs, the allowable cost of the [Enter Utility Name] included in the project must not exceed [Enter Percent (Numerical Value)] percent.

64. **Utility Relocation in Project.** The Sponsor understands and agrees that:

- a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
- b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility, which easement is perpetual or valid for the term of the project, and which includes a right of access; and
- c. The utilities exclusively serve the Airport.

65. **Obstruction Removal.** The Sponsor agrees to clear Parcel(s) [Enter Parcel Numbers], as shown on Exhibit "A" Property Map, of the following obstructions: [Enter All Obstructions] prior to final payment under the project. The Sponsor also agrees that it will not erect, nor permit the erection of any permanent structures that result in an obstruction on the airport except those required for aids to air navigation or those which have been specifically approved by the FAA.

66. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and,
 - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by

inspections, the date of inspection and any maintenance performed must be recorded.

3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed.
4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

67. Project Containing Paving Work in Excess of \$500,000. The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
 4. Qualifications of engineering supervision and construction inspection personnel;
 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs

incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

- d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

68. **Preliminary Engineering.** This Phase 1 Grant is being issued in order to [Enter Justification for Preliminary Engineering].

The Sponsor understands and agrees that within two (2) years from the execution of this Grant Agreement that the Sponsor will accept a grant to complete the final design phase for the Project identified in the Airport Capital Improvement Plan, subject to the availability of Federal funding. The Sponsor further understands that if the FAA has provided Federal funding to complete the final design for the Project, and the Sponsor has not completed the final design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

69. **State Highway Specifications.** The Sponsor agrees that because State highway specifications will be used for airfield pavement construction instead of FAA standard specifications, it will not seek AIP, Airport Infrastructure Grant (AIG), or supplemental appropriation grant funds for the rehabilitation or reconstruction of airfield pavement included in this Grant Agreement for a period of 10 years after construction is completed unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons per 49 U.S.C §§ 47105(c) or 47114(d)(4).

70. **Maintenance Project Life.** The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that Airport Improvement Program (AIP), Airport Infrastructure Grant (AIG), or supplemental appropriation funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.

71. **Protection of Runway Protection Zone - Airport Property.** The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.

72. **Protection of Runway Protection Zone - Easement.** The Sponsor, under the easement, agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

73. **Acquisition of and Future Interest in the Runway Protection Zone.** The Sponsor agrees that it will acquire [Enter the Fee Title or Easement] in the Runway Protection Zones for runways that presently are not under its control within [Enter Number of Years] years of this Grant Agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.
74. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment included in this Grant:
- Will be maintained and used at the airport for which they were purchased;
 - Will not be transferred, relocated, or used at another airport without the advance consent of the FAA; and
 - Will be replaced, at the Sponsor's own cost, if disabled or seriously damaged during its useful life, with an equivalent vehicle or unit that produces an equal or lower level of emissions for the remaining portion of the useful life of the damaged vehicle or equipment, or life of Airport Emissions Reduction Credits (AERC) (if earned), whichever is longer.
 - The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.
75. **Recharging Systems Under Voluntary Airport Low Emissions (VALE) - Use and Operation Requirements.** The Sponsor understands that it is obligated to earn emissions credits from the state air quality agency on a yearly basis for the use of this recharging system and the use of electric ground support equipment at the airport. The Sponsor understands and agrees that the Sponsor may be obligated to repay to the FAA some or all of the Federal share of the recharging project if the Sponsor does not earn the emissions credits that the Sponsor estimated in the project application.
76. **Building IJA Proration.** For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the [Enter Name of Work Item] included in the project must not exceed [Enter Percent (Numerical Value)] percent of the actual cost of the entire building.
77. **Acquisition of Noise Land.** The Sponsor agrees that as part of the land acquisition in this project, it will prepare or update a Noise Land Inventory Map and Reuse Plan to standards satisfactory to the FAA and submit said documentation in final form to the FAA in accordance with Airport Sponsors Grant Assurance 31, as codified at 49 U.S.C. § 47107(c)(2). It is further mutually agreed that the reasonable cost of developing or updating a Noise Land Inventory Map and Disposal Plan is an allowable cost within the scope of this project.
78. **Annual Noise Report.** As a condition of this Airport Infrastructure Grant, the Sponsor agrees to provide to the FAA an annual report of funds expended and actions associated with this Grant within 90 days following the end of each Federal fiscal year the Grant remains open. The report must provide the following information:
- Total noise grant funds expended during the fiscal year;
 - Amount of funds expended by Program Element(s) as identified in the Sponsor's Noise Compatibility Program (NCP);

- c. Number of parcels mitigated by noise contour and Program Element as identified in the Sponsor's NCP;
 - d. Total number of people impacted by the Sponsor's NCP by Day/Night Average Sound Level (DNL) contour and total number of people mitigated during the fiscal year by DNL contour and Program Element as identified in the Sponsor's NCP;
 - e. A graphic (map) depicting DNL contours and the location of mitigation action as defined by the Program Element(s) of the Sponsor's NCP, including a list by address for mitigation actions shown on the map;
 - f. A written plan outlining actions being planned for the next year based on the Sponsor's priorities and the NCP; and
 - g. Other information as required by the FAA.
79. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.
80. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
 - b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
 - c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant and associated grants.
81. **Grants Issued on Estimates.** The Sponsor understands and agrees that this Grant Offer is made and accepted based on estimates for [Enter Project Name]; and the parties agree that within [Enter Number of Days] days from the date of acceptance of this Grant Offer, the Sponsor will receive bids for [Enter Project Being Bid] contained within the project description, which is more fully described in the Project Application. If, after the Sponsor has received bids, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater based on the actual bid prices received, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The Sponsor understands that amendment calculations will then be limited by this reduced maximum obligation.
82. **Consultant Contract and Cost Analysis.** The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this Grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.
83. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is

completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

84. **Force Account.** The Sponsor agrees that proposals to accomplish construction or engineering with the Sponsor's own personnel must receive approval from the FAA prior to the Sponsor incurring costs and that no reimbursement payments will be made on that portion of this Grant until the Sponsor has received FAA approval for the force account information.
85. **Program Income and Revenue from Real Property.** The Sponsor understands that all program income produced from real property purchased in part with Federal funds in this Grant received while the Grant is open will be deducted from the total cost of that project for determining the net costs on which the maximum United States' obligation will be based. The Sponsor further agrees that once the Grant is closed, all net revenues produced from real property purchased in part with Federal funds in this Grant must be used on the airport for airport planning, development, or operating expenses in accordance with 49 U.S.C. §§ 47107(b) and 47133. This income may not be used for the Sponsor's matching share of any grant. The Sponsor's fiscal and accounting records must clearly identify actual sources and uses of these funds.
86. **Uniform Relocation Act.** The Sponsor understands and agrees that all acquisition of real property under this project will be in accordance with 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs, as further required in accordance with Airport Sponsors Grant Assurance 35 and Non-Airport Sponsors Undertaking Noise Compatibility Program Projects Grant Assurance 21, as applicable.
87. **Ineligibility of Previously Mitigated Structures.** The Sponsor understands and agrees that AIG funds may only be applied to mitigate noise impacts with sound insulation treatment for eligible structures under 14 CFR Part 150 one single time, and that no structures in this Grant have been previously mitigated through the installation of sound insulation treatment using Airport Improvement Program (AIP), AIG, or other Federal airport development funds.
88. **Appropriations Report Exception for Previously Insulated Structures.** The Sponsor understands and agrees that AIG funds may only be applied to eligible residential buildings under 14 CFR Part 150 that also were previously mitigated with sound insulation treatment prior to 1993, provided the Sponsor submits to the FAA evidence the residential building continues to fall within an existing day-night average sound level (DNL) 65 decibel (dB) contour and have an interior noise level of DNL 45 dB or higher. Residential buildings eligible under this special condition are limited to the purchase and installation of sound insulation treatments for windows and doors that conform to currently published FAA standards that would achieve a measurable reduction in interior noise levels.
89. **Noise Projects on Privately Owned Property.** The Sponsor understands and agrees that no payment will be made under the terms of this Grant Agreement for work accomplished on privately owned land until the Sponsor submits the Agreement with the owner of the property required by the Airport Sponsors and Non-Airport Sponsors Undertaking Noise Compatibility Program Projects Grant Assurance 5, Preserving Rights and Powers, and Planning Agency Sponsors Grant Assurance 4, Preserving Rights and Powers, and the FAA has determined that the

Agreement is satisfactory. At a minimum, the Agreement with the private owner must contain all the following provisions:

- a. The property owner must inspect and approve or disapprove the work on the project during and after completion of the measures as the FAA or Sponsor reasonably requests;
- b. The property owner is responsible for maintenance and operation of the items installed, purchased, or constructed under this Agreement. Neither the FAA nor the Sponsor bears any responsibility for the maintenance, operation, or replacement of these items;
- c. If the Sponsor transfers Federal funds for the noise compatibility measures to a private property owner or agent, the property owner must agree to keep records and make those records available to the FAA and the Sponsor about the amount of funds received and the disposition of the funds; and
- d. The property owner's right to sue for adverse noise impacts will be abrogated if the property owner deliberately or willfully reduces the effectiveness of the noise compatibility measures during the useful life of such measures.

90. **Non-Federally Funded Work in Application.** The Sponsor understands and agrees that:

- a. The Project Application includes the planning and/or construction of [Enter Description of Non-Grant Work] that is not being funded with any Federal funding in this project;
- b. Although the Sponsor has estimated a total project cost of \$[Enter Total Project Amount - All eligible and non-eligible work], the total allowable cost for purposes of determining Federal participation equals \$[Enter Allowable Project Costs - all eligible costs, all phases, federal and non-federal share];
- c. It must maintain separate accounting of cost records for Federally and non-Federally funded work;
- d. All pertinent records supporting project costs must be made available for inspection and audit by the FAA when requested; and
- e. All non-Federally funded work is the sole responsibility of the Sponsor.

91. **Preliminary Scope of Work.** This Grant is made and accepted upon the basis of a preliminary scope of work. The parties agree that within 30 days from the date of acceptance of this Grant, the Sponsor will furnish a final scope of work to the FAA and that no work will commence, nor will there be any contract signed for accomplishment of such work, until the final scope of work has been approved by the FAA. The Sponsor and the FAA further agree that any reference to the scope of work made in this Grant or in the Project Application is in respect to the final scope of work.

92. **Fueling System - Use and Operation Requirements.** This project includes the installation of a new aviation fueling system. All revenue generated by this fueling system must be used for the operation and maintenance of the Airport in accordance with the Grant Assurances, specifically Grant Assurances 24 and 25, codified at 49 U.S.C. § 47107(a)(13) and §§ 47107(b) and 47133, respectively, and FAA's Policy and Procedures Concerning the Use of Airport Revenue (64 FR 7696, as amended). The fueling system established under this Grant, will be operated solely by the Sponsor and/or the Sponsor's employees, will not be included in any third-party exclusive use lease, and will not be used in any way that would result in the granting of an exclusive right. The Sponsor is further obligated to operate and maintain the fueling system for the 20-year grant

expected life, including meeting all local, state, and Federal regulations related to the fueling system.

93. **Privately Owned Airports.** The Sponsor understands and agrees that the portion of the airport dedicated for airport use as shown on the approved Exhibit "A" Airport Property Map dated [Enter MM/DD/YYYY of Exhibit "A"] must not be sold, exchanged, the title encumbered, or its use changed to a non-airport use without the written consent of the FAA.

The Sponsor further understands and agrees that the portion of the Airport NOT dedicated to airport use, but financially contributing to the overall viability of the Airport (as shown on Exhibit "A" Airport Property Map) must continue to support the operation of the Airport for a period of [Enter Number of Years (Minimum 10 Years)] years from the date of this Grant.

94. **Land Acquisition.** The Sponsor agrees that no payments will be made on the Grant until the Sponsor has presented evidence to the FAA that it has recorded the Grant Agreement, including the Grant Assurances in the public land records of the county courthouse. The Sponsor understands and agrees that recording the Grant Agreement legally enforces these requirements, encumbrances and restrictions on the obligated land.

95. **Compatible Land Use Planning and Projects.** The Sponsor agrees and understands that:

- a. It will achieve, to the maximum extent possible, compatible land uses consistent with Federal land use compatibility criteria in 14 CFR Part 150, and those compatible land uses will be maintained;
- b. It will provide, in the case of a planning grant, a land use plan that:
 1. Is reasonably consistent with the goal of reducing existing non-compatible land uses and preventing the introduction of additional non-compatible land uses;
 2. Addresses ways to achieve and maintain compatible land uses, including zoning, building codes, and any other land use compatibility measures identified under 49 U.S.C. § 47504(a)(2), that are within the authority of the Sponsor to implement;
 3. Uses noise contours provided by the airport operator that are consistent with airport operation and planning, including any noise abatement measures adopted by the Airport Operator as a part of its own noise mitigation efforts;
 4. Does not duplicate, and is not inconsistent with, the airport operator's noise compatibility measures for the same area; and
 5. Has been approved jointly by the airport owner or operator and the Sponsor.
- c. It will make provision to implement, or it has implemented, those elements of the plan ineligible for Federal financial assistance.

96. **Acquiring ARFF Vehicle in Excess of Minimum Standards.** This Grant is based in part on mitigating site-specific risks and protecting passengers based on current or reasonably forecast aeronautical activity levels. The certificate holder (Sponsor) will have and maintain a sufficient number of adequately trained personnel and sufficient financial resources to operate and maintain the associated equipment for its intended, on-airport purpose. This Grant does not set a precedent for future FAA support of similar equipment, particularly if aeronautical activity levels change.

97. **Payment Restriction - Legal Issue.** The Sponsor understands that, at the time of this Grant, the FAA is aware of a potential legal issue related to the Sponsor's procurement action for the

project funded with this Grant. By accepting this Grant, the Sponsor agrees the FAA will not make, nor be obligated to make, any payments under this Grant until the Sponsor provides documentation satisfactory to the FAA that any pending legal matters related to the Sponsor's procurement action for the project under this Grant have been concluded. The Sponsor further understands, acknowledges, accepts, and agrees that:

- a. It assumes all legal and financial risks if it elects to proceed with the project implementation prior to resolution of the procurement related legal matters;
- b. The FAA may determine that legal costs are unallowable for reimbursement under this Grant if the costs are related to legal proceedings associated with the procurement action; and
- c. The Sponsor will be required to return any funds for costs the FAA subsequently determines unallowable.

98. **Land Reimbursement Credit.** The Sponsor understands and agrees that the following property parcels are being claimed as credit for matching share under this Grant:

[Insert Parcel #, No. of acres]

These parcels become obligated airport property that must be depicted on a current Exhibit "A" Property Map. As part of this project, the Sponsor agrees to update the Exhibit "A" Property Map in a manner conforming to standards satisfactory to the FAA and which properly reflects the property parcels the Sponsor is claiming as matching share.

The Sponsor agrees that no payments will be made on the Grant until the Sponsor:

- a. Presents evidence to the FAA that it has recorded the Grant Agreement and associated Grant Assurances in the public land records of the county courthouse; and
- b. Submits, to FAA's satisfaction, an update to the Exhibit "A" Property Map which reflects the property tracts that are being used as credit toward the Sponsor's share for this Grant and any previous grants.

If within 18 months of grant execution, the Sponsor has yet to update the Exhibit "A" Property Map to the standards satisfactory to the FAA, the FAA may rescind this Grant Agreement and recover the funds awarded under this Grant.

↓ From Database: Shown when the airport is a small, medium, or large hub ↓

99. **Mothers' Rooms.** As a small, medium, or large hub airport, the Sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).

↑ Airport is a small, medium, or large hub ↑

100. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
101. **Usable Unit of Development.** The FAA and the Sponsor agree this Grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the airport Sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of

development must be completed regardless of whether the Sponsor receives any additional federal funding.

TEMPLATE ONLY - DO NOT COPY

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On _____, before me, a Notary Public, personally appeared _____, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the foregoing instrument in their authorized capacity by their signature on the instrument.

Signature of Notary

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

{{Sig_es_:signer1:signature:dimension(height=12mm, width=70mm)}}

(Signature)

{{N_es_:signer1:fullname}}

(Typed Name)

{{*Ttl_es_:signer1:title}}

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated **{{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}**

<p>ACKNOWLEDGEMENT</p> <p>STATE OF _____</p> <p>COUNTY OF _____</p> <p>On _____, before me, a Notary Public, personally appeared _____, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the foregoing instrument in their authorized capacity by their signature on the instrument.</p> <p>_____ Signature of Notary</p>

[Selection Criteria: Sponsor Name]

(Name of Sponsor)

{{Sig_es_:signer2:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer2:fullname }}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer2:title }}

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es :signer3: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of [Database: State Name] . Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, Division J, Title VIII) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at **{{DateTime_es :signer3:calc(now()):format(date," mmmm d, yyyy")}}**

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On _____, before me, a Notary Public, personally appeared _____, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the foregoing instrument in their authorized capacity by their signature on the instrument.

Signature of Notary

By: **{{Sig_es :signer3:signature:dimension(height=12mm, width=70mm)}}**

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁴

Dated **{{DateTime_es_:signer4:calc(now()):format(date," mmmm d, yyyy")}}**

<p>ACKNOWLEDGEMENT</p> <p>STATE OF _____</p> <p>COUNTY OF _____</p> <p>On _____, before me, a Notary Public, personally appeared _____, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the foregoing instrument in their authorized capacity by their signature on the instrument.</p> <p>_____ Signature of Notary</p>

[Please Enter Co-Sponsor Name]

(Name of Sponsor)

{{Sig_es_:signer4:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: **{{N_es_:signer4:fullname}}**

(Typed Name of Sponsor's Authorized Official)

Title: **{{*Ttl_es_:signer4:title}}**

(Title of Sponsor's Authorized Official)

⁴ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es :signer5: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of [Database: State Name] . Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, Division J, Title VIII) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁵

{{DateTime_es :signer5:calc(now()):format(date," mmmmd, yyyy")}}

Dated at _____

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On _____, before me, a Notary Public, personally appeared _____, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the foregoing instrument in their authorized capacity by their signature on the instrument.

Signature of Notary

By: **{{Sig_es :signer5:signature:dimension(height=12mm, width=70mm)}}**

(Signature of Sponsor's Attorney)

⁵ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 **and 1201** – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 U.S.C. § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and

assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement.

Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal

to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not

conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or

transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4); creed and sex per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The ([**Selection Criteria: Sponsor Name**]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of

race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);

3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction

management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

ASSURANCES

PLANNING AGENCY SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect during the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.

- b. 49 U.S.C. 40103(e) – No Exclusive Rights at Certain Facilities.
- c. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.¹
- e. Rehabilitation Act of 1973 – 29 U.S.C. 794.
- f. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- g. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. 12101 et seq.) (prohibits discrimination on the basis of disability).
- h. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
- i. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.¹
- j. Drug-Free Workplace Act of 1988 – 41 U.S.C. 8101 through 8105.
- k. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252).
- l. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- m. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 12372 - Intergovernmental Review of Federal Programs
- b. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- c. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- d. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- e. Executive Order 14154 – Unleashing American Energy
- f. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{2, 3, 4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

- g. 28 CFR 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 49 CFR Part 20 – New Restrictions on Lobbying.
- i. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964.
- j. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- k. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- l. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- m. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to private sponsors.
- ² 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

1. Responsibility and Authority of the Sponsor.

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

2. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.

3. Preserving Rights and Powers

It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

4. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

5. Accounting System, Audit, and Record Keeping Requirements

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Planning Projects

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not mean constitute or

imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

7. Reports and Inspections.

- d. It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- e. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

8. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4; creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language.

It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The ([**Selection Criteria: Sponsor Name**]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

9. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant or an Infrastructure Investment and Jobs Act Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars ([AC Checklist for AIP, IJIA and PFC Projects | Federal Aviation Administration](#)) for AIP or IJIA projects

12. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801-3809, 3812).

[Selection Criteria: Grant Number Formatted]

ASSURANCES**NON-AIRPORT SPONSORS UNDERTAKING NOISE COMPATIBILITY PROGRAM PROJECTS****A. General.**

1. These assurances shall be complied with in the performance of grant agreements for noise compatibility projects undertaken by sponsors who are not proprietors of the airport which is the subject of the noise compatibility program.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. Sponsors are units of local government in the areas around the airport which is the subject of the noise compatibility program.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.**1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the

Sponsor and any applicable sub-recipient. The applicable provisions to this agreement include, but are not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended – 40 U.S.C. 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. 306108.¹
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.¹
- h. Native Americans Grave Repatriation Act – 25 U.S.C. 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.¹
- l. 49 U.S.C. 303 (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403- 42 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.¹
- u. Copeland Anti-kickback Act – 18 U.S.C. 874.¹
- v. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII

cc. Build America, Buy America Act, P.L. 117-58, Title IX..

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR 50.3 - U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹

- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

1. Responsibility and Authority of the Sponsor.

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official

representative of the applicant to act in connection with the application and to provide such additional information as may be required.

2. Sponsor Fund Availability.

- a. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.
- b. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

3. Good Title.

For projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

4. Preserving Rights and Powers.

- a. It will not enter into any transaction, or take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property for which it holds good title and upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be approved in advance by the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

5. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consistency with Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

7. Accounting System, Audit, and Record Keeping Requirements

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

8. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC 3141-3144, 3146, and 3147, Public Building, Property, and Works, which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

9. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

10. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement.

Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

11. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

12. Operation and Maintenance.

It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation..

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

15. Reports and Inspections.

It will:

- f. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- g. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- h. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- i. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

16. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The (**Name of Sponsor**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

17. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

18. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

19. Disposal of Land

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, (1) be paid to the Secretary for deposit in the Trust Fund or (2) be reinvested in an approved noise compatibility project including the purchase of nonresidential buildings or property in the vicinity of residential buildings or property previously purchased by the airport as part of a noise compatibility program.
- b. Disposition of such land under (a) will be subject to the retention or reservation of any interest or right necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

20. Relocation and Real Property Acquisition

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

21. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26 or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801-3809, 3812).

EXHIBIT C



Railroad Crossing Elimination (RCE) Grant Program

FY 2023-2024 SELECTIONS: Project Summaries

Alaska – Parks Highway MP 169 Grade Separation (Up to \$29,803,280)

State of Alaska

The proposed project was selected for Final Design and Construction and includes activities for a grade separation on Alaska's Parks Highway in Matanuska-Susitna Borough, Alaska. This project will replace an existing at-grade crossing with a grade-separated crossing. The project aligns with the selection criteria by enhancing safety, as this project will improve safety and traffic flow, decrease traffic delays and vehicle emissions, and reduce maintenance costs at the crossing. Alaska Railroad Corporation and the Alaska Department of Transportation and Public Facilities will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for projects in Rural Areas, and specifically for counties with 20 or fewer residents per square mile.

Arizona – Yuma County Elimination of 3 UPRR Crossings (Up to \$640,000)

County of Yuma

The proposed project was selected for Project Planning and includes activities to examine the feasibility of grade-separating three crossings in Yuma County, Arizona. The project will explore viable solutions and develop design concepts for eliminating these crossings over the Union Pacific track at Avenue 9E, Fortuna Road, and County 29E. The project aligns with the selection criteria by enhancing safety, as the project will eliminate at-grade crossings, increase reliability of emergency responders, and improve mobility. Yuma County, the City of Yuma, and the Town of Wellton will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects and the statutory set-aside for projects in Rural Areas.

Arizona – Hualapai Tribal Diamond Creek Road Grade Separation Project (Up to \$22,989,751)

Hualapai Tribal Council

The proposed project was selected for Final Design and Construction and includes activities to create a grade-separated overpass and install anti-intrusion fencing along the rail corridor within the traditional lands of the Hualapai in Peach Springs, Arizona for the Hualapai Tribal Council. The project aligns with the selection criteria by resulting in one or more grade-separated crossings, as the project will construct a grade-separated overpass/bridge structure and install fencing to improve safety in an area with a history of accidents. The Hualapai Tribal Council and BNSF will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for projects on Tribal Lands and the statutory set-aside for projects in counties with 20 or fewer residents per square mile.



Arizona – Town of Gilbert At-Grade Crossing Elimination Study (Up to \$2,448,000)

Town of Gilbert

The proposed project was selected for Project Planning and includes activities to evaluate the safety and efficiency of 14 highway-rail grade crossings in Gilbert, Arizona. The project will conduct stakeholder engagement and develop an alternatives analysis to recommend actions to improve the corridor's safety and efficiency, including eliminating up to three grade crossings. The project aligns with the selection criteria by enhancing safety, as the project will improve mobility of people and goods and increase safety by potentially eliminating three crossings. The Town of Gilbert will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects.

Arizona – I-10 Cortaro Farms Road Interchange Grade Separation with UPRR (Up to \$20,400,000)

Town of Marana

The proposed project was selected for Project Development and Final Design and includes activities to support grade crossing improvements on Union Pacific Railroad (UPRR) infrastructure in the Town of Marana, Arizona. The project aligns with the selection criteria by enhancing safety and improving mobility, as the project will form the basis for efforts to improve mobility for all users, reduce congestion, improve safety, improve air quality, facilitate goods movement, and create a better quality of life for those in the region. The Town of Marana will contribute the 20 percent non-Federal match.

Arkansas – Jonesboro Rail Crossing Study (Up to \$1,200,000)

City of Jonesboro

The proposed project was selected for Project Planning and includes activities to evaluate corridor-wide improvements, including potentially closing four at-grade crossings in Jonesboro, Arkansas. The project will conduct a stakeholder analysis, evaluate 18 railroad crossings along the BNSF Thayer South subdivision, and conduct an alternatives analysis and conceptual engineering of 18 crossings. The project aligns with statutory criteria by enhancing safety, as the project will minimize conflicts between trains and road users, increase reliability of emergency responders, and improve freight rail operations across the corridor. The City of Jonesboro and BNSF will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects and the statutory set-aside for projects in Rural Areas.

Arkansas – Fourche Dam Pike Railroad Crossing Improvements Planning Study (Up to \$720,000)

City of Little Rock d/b/a Little Rock Port Authority

The proposed project was selected for Project Planning and includes activities to determine the feasibility of a grade separation at Fourche Dam Pike, in the Port of Little Rock. The project will analyze traffic and safety problems, determine feasibility and cost of a rail grade separation, conduct an alternatives analysis, and make preferred safety and congestion options recommendations. The project aligns with statutory criteria by enhancing safety, as the project will address a dangerous crossing. The Little Rock Port Authority will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects.



California – Le Grand Overcrossing Project on the Merced Extension (Up to \$89,645,961)

California High-Speed Rail Authority

The proposed project was selected for Construction and includes activities to support grade crossing-related improvements on Union Pacific Railroad (UPRR) owned infrastructure in Merced County. The project aligns with the selection criteria by enhancing mobility of people and goods and improving system and service performance, as the project will facilitate more efficient travel between rural towns, such as Le Grand, nearby unincorporated areas, and the more developed population and service centers in Merced and Chowchilla. The project will also improve the efficiency of freight service traveling through the region while laying the groundwork for future high-speed passenger trains in the corridor. California High-Speed Rail Authority will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for projects in Rural Areas.

California – Parkway Boulevard Overcrossing Project (Grade Separation); Closure of Pitt School Road At-Grade Crossing (Up to \$25,221,639)

City of Dixon

The proposed project was selected for Construction and includes activities to support grade crossing improvements on Union Pacific Railroad (UPRR) owned infrastructure in the City of Dixon. The corridor is also used by the Capitol Corridor Joint Powers Authority (CCJPA) intercity passenger rail service. The project aligns with the selection criteria by increasing mobility by creating a dedicated path for vehicles and a separate path for pedestrians and cyclists while improving the efficiency of Amtrak's Capitol Corridor and freight. The project will also create a necessary alternate route for emergency responders, improving safety and mobility for the city and its emergency responders. The City of Dixon will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for projects in Rural Areas.

California – Grangeville Boulevard at BNSF Grade Separation (Up to \$1,656,000)

City of Hanford Public Works Department

The proposed project was selected for Project Development and Final Design and includes activities to grade separate Grangeville Boulevard from BNSF track in Hanford, California. The project will advance efforts to develop an underpass on Grangeville Boulevard. The project aligns with the selection criteria by improving mobility of people and goods, as the project will eliminate the frequently blocked crossing resulting in improved emergency vehicle response times, increased safety and public convenience, reduced vehicular/train accident potential and liability, and improved traffic circulation. The City of Hanford will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for projects in Rural Areas.

California – Planning Study to Determine Modifications to Cleveland Avenue and Yosemite Avenue (Up to \$1,600,000)

City of Madera

The proposed project was selected for Project Planning and includes activities to study seven at-grade crossings along the Union Pacific Railroad (UPRR) in Madera, California. The project will conduct a rail safety planning study, engage stakeholders, and perform an alternatives analysis. The project aligns with the selection criteria by enhancing safety, as the project will improve traffic flow and accommodate multimodal traffic at crossings with high traffic volumes and frequent train activity. The City of Madera will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects and the statutory set-aside for projects in Rural Areas.



California – Safety and Access Redefined: Norwalk Blvd and Los Nietos Rd Grade Separation (Up to \$2,640,000)

City of Santa Fe Springs

The proposed project was selected for Project Planning and Project Development and includes activities to support the elimination of two adjacent BNSF Railway crossings with a single grade separation. The project aligns with the selection criteria by resulting in one or more grade-separated crossings and aims to improve freight and passenger rail mobility along the BNSF Railway corridor, a key link between the Ports of Los Angeles and Long Beach and inland destinations. BNSF and the City of Santa Fe will contribute the 20 percent non-Federal match. \$940,000 of this project funding amount qualifies for the statutory set-aside for Planning projects.

California – County Road 32A Crossing Relocation and Grade Separation Project (Up to \$4,160,000)

County of Yolo

The proposed project was selected for Project Planning, Project Development, and Final Design and includes activities to support grade crossing-related activities on Union Pacific Railroad (UPRR) owned infrastructure in Yolo County, California. The corridor is also used by the Capitol Corridor Joint Powers Authority (CCJPA) intercity passenger rail service. The project aligns with the selection criteria by improving mobility of people and goods, as the project will advance efforts to reduce conflicts between both passenger and freight trains and roadway users, improve goods movement reliability, ease traffic congestion, and reduce environmental impacts. Yolo County will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for projects in Rural Areas and \$240,000 of this project funding amount qualifies for the statutory set-aside for Planning projects.

California – Alameda Corridor-East (ACE) Phase III Project (Up to \$1,760,000)

San Gabriel Valley Council of Governments

The proposed project was selected for Project Planning and Project Development and includes activities to prepare a feasibility study of grade separations at four Union Pacific Railroad (UPRR) at-grade crossing locations in eastern Los Angeles County, California. The project aligns with the selection criteria by enhancing safety and improving the mobility of people and goods, as the project will reduce conflicts between trains and roadway users and promote an increase in ridership on the Metrolink and Amtrak passenger rail services. The San Gabriel Valley Council of Governments will contribute the 20 percent non-Federal match. \$1,120,000 of this project funding amount qualifies for the statutory set-aside for Planning projects.

Colorado – Central Denver/BNSF Railroad Crossing Elimination Project (Up to \$1,200,000)

City and County of Denver

The proposed project was selected for Project Planning and includes activities to evaluate six at-grade railroad crossings on BNSF infrastructure in Denver, Colorado. The project will identify and prioritize investments that will improve safety and reduce operational delays. The project aligns with the selection criteria by enhancing safety, as the project will result in corridor-wide grade crossing improvements. BNSF will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects.



Colorado – Fort Collins Vine/Timberline Rail Grade Separation (Up to \$765,616)

City of Fort Collins

The proposed project was selected for Project Planning and includes activities to conduct a feasibility study to eliminate a crossing in Fort Collins, Colorado. The project aligns with the selection criteria by enhancing safety, as the project will result in one or more grade-separated crossings, reduce congestion, improve safety, improve system efficiency, add multimodal options, and provide much-needed access for disadvantaged neighborhoods. The City of Fort Collins will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects.

Connecticut – Danbury Branch Grade Crossing Engagement, Planning, and Consolidation Program (Up to \$2,400,000)

Connecticut Department of Transportation

The proposed project was selected for Project Planning and Project Development and includes activities to explore alternative options and develop preliminary engineering plans for consolidating crossings in Norwalk and Danbury, Connecticut. The project will conduct stakeholder engagement, complete an environmental review, and develop preliminary engineering for the consolidation of crossings. The project aligns with the selection criteria by enhancing safety, as the project will eliminate collision risks and reduce collision possibilities. The Connecticut Department of Transportation will contribute the 20 percent non-Federal match. \$440,000 of this project funding amount qualifies for the statutory set-aside for Planning projects.

Connecticut – Toelles Road Grade Crossing Elimination (Up to \$400,000)

Connecticut Department of Transportation

The proposed project was selected for Project Planning and includes activities to eliminate the Toelles Road at-grade crossing in Wallingford, Connecticut. The project will study the feasibility of eliminating the current grade crossing with the construction of a new roadway bridge carrying Toelles Road over the Hartford Line rail corridor. The project aligns with the selection criteria by enhancing safety, as the project will reduce potential collisions. The Connecticut Department of Transportation will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects.

Florida – NE 36th Street Railroad Crossing Elimination (Up to \$1,000,000)

City of Oakland Park

The proposed project was selected for Project Planning, Project Development, and Final Design and includes activities to eliminate an at-grade crossing on the Florida East Coast Railway in Overland Park, Florida. The project aligns with the selection criteria by resulting in a grade separation by closing the crossing and constructing a pedestrian overpass. The City of Oakland Park will contribute the 20 percent non-Federal match.

Florida – Enhancing Crossing Safety (Up to \$4,880,000)

Space Coast Transportation Planning Organization

The proposed project was selected to fund Final Design and Construction to improve seven at-grade crossings along the 40-mile Florida East Coast Railway (FECR) corridor in the City of Cocoa, the City of Melbourne, and Brevard County, Florida. The project aligns with the selection criteria by enhancing safety, as the project includes the installation of a centerline raised median and an exit gate at the Michigan Avenue crossing, as well as new exit gates at the remaining six crossings. Brevard County, the City of Cocoa, and the City of Melbourne will contribute the 20 percent non-Federal match.



Georgia – City of Atlanta Safe Crossing Study (Up to \$1,200,000)

City of Atlanta

The proposed project was selected for Project Planning and includes activities to evaluate 23 at-grade crossings in Atlanta, Georgia. The project will conduct stakeholder engagement, perform an environmental resource review, and conduct an alternative development and feasibility study to prioritize crossings for improvements. The project aligns with the selection criteria by enhancing safety, as the project will identify locations for improvements to improve mobility and access to services and economic opportunities. The City of Atlanta will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects.

Georgia – City of Cornelia Pedestrian Bridge (Up to \$1,149,600)

City of Cornelia

The proposed project was selected for Project Planning and Project Development and includes activities for an ADA-accessible, grade-separated pedestrian bridge over the Norfolk Southern railroad tracks that separate Cornelia's historic downtown from parking and community services. The pedestrian bridge will significantly increase safety, accessibility, and the mobility of people and goods by providing access to community amenities and eliminating the risk of train-related injuries and fatalities. The City of Cornelia will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside projects in Rural Areas and \$1,015,200 of this project funding amount qualifies for the statutory set-aside for Planning projects.

Georgia – Powder Springs Dallas Road Corridor Crossing Closure Project (Up to \$800,000)

City of Powder Springs

The proposed project was selected for Project Planning and includes activities to evaluate alternatives for closing three highway-rail grade crossings in Cobb County, Georgia. This project will conduct stakeholder engagement and conceptual engineering to develop concepts to consolidate and eliminate at-grade crossings. The project aligns with the selection criteria by enhancing safety, as the project will increase mobility and the fluidity of freight rail network in the region. The City of Powder Springs, Georgia Department of Transportation, Cobb County, and Norfolk Southern will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects.

Georgia – Navajo Circle Life/Safety Grade Separation Planning Project (Up to \$319,360)

County of Hall

The proposed project was selected for Project Planning and includes activities to evaluate and recommend safety improvements to the Navajo Circle crossing in Gainesville, GA. The project will assess various alternatives to improve this crossing, including grade separation and railroad track relocation. The project aligns with the selection criteria by enhancing safety and improving mobility, as the project will reduce emergency response times, minimize crossing incidents, and reduce emissions by reducing idling times at blocked crossings. Hall County will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects and the statutory set-aside for projects in Rural Areas.



Idaho – Robinson Boulevard & Greenhurst Road RRX Overpass Rail Crossing Elimination Project (Up to \$1,209,800)

City of Nampa

The proposed project was selected for Project Development and includes activities to support grade crossing-related improvements on Union Pacific (UPRR) infrastructure in the City of Nampa. The proposed project aligns with the selection criteria by improving safety and mobility for people and goods, as the project will relocate the roadway for safer geometry and create a grade-separated crossing. The City of Nampa and Nampa Highway District No.1 will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for projects in Rural Areas.

Idaho – Brunner Road BNSF Grade Separation Project (Up to \$14,373,128)

Lakes Highway District

The proposed project was selected for Right-of-Way Acquisition, Final Design, and Construction and includes activities to grade separate Brunner Road and the Burlington Northern Santa Fe (BNSF) Kootenai Subdivision. The project aligns with the selection criteria by improving the mobility of people and goods, as the project will create a new overcrossing, realign the roadway for safer geometry, and increase connectivity of the local road network. The Lakes Highway District and BNSF will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for projects in Rural Areas.

Illinois – An Equity-Focused Alternatives Analysis for the Bradley Avenue Railroad Crossing (Up to \$240,000)

City of Champaign

The proposed project was selected for Project Planning and includes activities to grade separate the Bradley Avenue at-grade crossing in Champaign, Illinois. The project will explore potential grade separation methods. The project aligns with the selection criteria by enhancing safety, as the project will improve safety for vehicles, pedestrians, and cyclists, and reduce delays caused by train crossings. The City of Champaign will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects and the statutory set-aside for projects in Rural Areas.

Illinois – Metra's Smart Gates Rail Crossing Upgrades in Chicago's South Side (Up to \$22,000,000)

Commuter Rail Division of the RTA d/b/a Metra

The proposed project was selected for Construction and includes activities to complete highway-rail grade crossing improvements and signal system modernization at 36 highway-rail grade crossings and one pedestrian-rail grade crossing along the Metra Electric District's South Chicago branch in Chicago, Illinois. The project will upgrade the electrical circuitry connected to the signal system, construct and install new housing to store electrical components, install Smart Gates technology with remote monitoring capabilities, and integrate with back-end software. The project aligns with the selection criteria by enhancing safety, as the project will replace hundreds of warning devices at crossings with a high incident history with contemporary sensor technology. Metra will contribute the 20 percent non-Federal match.



Illinois – Stephenson County At-Grade Rail Crossing Mitigation Plan (Up to \$240,000)

County of Stephenson

The proposed project was selected for Project Planning and includes activities to assess safety improvements at all 26 at-grade crossings in Stephenson County, Illinois. The project will assess the feasibility of alternatives, such as grade separations, crossing closures, or design improvements for the crossings where separation or closure is not feasible. The project aligns with the selection criteria by enhancing safety, as the project will emphasize safety as a major criterion throughout the planning process. Stephenson County will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects and the statutory set-aside for projects in Rural Areas.

Illinois – Gougar Road at Wisconsin Central/Canadian National Railroad Grade Separation (Up to \$27,172,100)

County of Will

The proposed project was selected for Right-of-Way Acquisition and Construction and includes activities to improve grade crossings on Canadian National track in New Lenox, Illinois. The project will construct a grade-separated overpass crossing for roadway vehicles. This project aligns with the selection criteria by enhancing safety and improving mobility, as the project will provide community benefits of reduced delays, better access to employment, and economic competitiveness and vitality to the area. Will County and the Illinois Commerce Commission will contribute the 20 percent non-Federal match.

Illinois – CREATE Project GS1 (Up to \$43,125,000)

Illinois Department of Transportation

The proposed project was selected for Final Design, Right-of-Way-Acquisition, and Construction and includes activities to support grade crossing and bridge-related improvements in the Greater Chicago region as part of the Chicago Region Environmental and Transportation Efficiency Program (CREATE). The project will improve infrastructure owned by the Belt Railroad of Chicago. The project aligns with the selection criteria of improving the mobility of people and goods and access to communities, as the project will reduce vehicle delay due to gate-down time, improve railroad crossing safety, promote mobility and connectivity, and advance sustainability and resiliency within Chicago's Clearing West neighborhood, the Village of Bedford Park, and the Village of Summit. The Illinois Department of Transportation (ILDOT) and the Belt Railway Company will contribute the 20 percent non-Federal match.

Illinois – Grand Avenue Proposed Grade Separation (Up to \$13,100,000)

Village of Elmwood Park

The proposed project was selected for Final Design, Right-of-Way-Acquisition, and Construction and includes activities to support grade crossing-related improvements on Canadian Pacific Kansas City (CPKC) owned infrastructure in the Village of Elmwood, Illinois. The project aligns with the selection criteria by improving system and service performance and enhancing safety, as the project will increase efficiency of both freight and Metra commuter rail service increasing speeds from 30 mph to 70 mph for passenger trains and from 30 mph to 40 mph for freight trains in addition to eliminating a crossing with a total 160 crashes reported between 2018 and 2022. The Illinois Department of Transportation, Illinois Commerce Commission, and Cook County Department of Transportation and Highways will contribute the 20 percent non-Federal match.

**Indiana – Market Street Railroad Crossing Elimination Planning and Development (Up to \$1,120,000)***City of Crawfordsville*

The proposed project was selected for Project Planning and Project Development and includes activities to grade separate an existing crossing of a CSX track in Crawfordsville, Indiana. The project aligns with the selection criteria by resulting in a grade-separated crossing, as the project will generate the necessary information to construct a grade separation at Market Street in Crawfordsville, advancing safety for all users. The City of Crawfordsville will contribute the 30 percent non-Federal match. This project qualifies for the statutory set-aside projects in Rural Areas and \$42,000 of this project funding amount qualifies for the statutory set-aside for Planning projects.

Indiana – Hively Avenue Overpass (Up to \$19,818,219)*City of Elkhart*

The proposed project was selected for Final Design and Construction and includes activities to close two at-grade crossings in Elkhart, Indiana and replace one crossing at Hively Avenue with a grade separation over Norfolk Southern's triple-tracked Chicago Line. The project also includes other adjoining road, sidewalk, and trail improvements. The project aligns with the selection criteria by enhancing safety and improving mobility through eliminating at-grade crossings. The City of Elkhart and the State of Indiana will contribute the 33 percent non-Federal match. This project qualifies for the statutory set-aside for projects in Rural Areas.

Indiana – Airport Expressway Grade Separation (Up to \$23,200,000)*City of Fort Wayne*

The proposed project was selected for Project Development, Final Design, Right-of-Way Acquisition, and Construction and includes activities to support grade crossing improvements along Norfolk Southern track in Fort Wayne, Indiana. The project aligns with the selection criteria by improving safety, as it will reduce the number of crashes in the project area and enhance access to a new hospital. The project will also improve mobility, as it will provide more direct routes for deliveries and commuting patterns. The City of Fort Wayne and Norfolk Southern will contribute the 20 percent non-Federal match.

Indiana – Grand Avenue Pedestrian Bridge over NSRR (Up to \$7,736,400)*City of Hammond*

The proposed project was selected for Project Development, Final Design, Right-Of-Way Acquisition, and Construction and includes activities for a new pedestrian bridge where the at-grade crossing at Grand Avenue and Norfolk Southern Railway's (NSRR) rail line intersects. The project also involves executing a highway-rail grade crossing safety information and education program through educational seminars in local schools and other community events in the City of Hammond. The project aligns with the selection criteria by helping improve safety and mobility, as the improvements will reduce the time that trains block the at-grade crossing, alleviating access issues to local schools. The City of Hammond and Norfolk Southern will contribute the 25 percent non-Federal match.



Indiana – Planning Study for The C.R.O.S.S. (Comprehensive Rail Overpass Safety Strategy) Scott Road Project (Up to \$400,000)

County of Allen

The proposed project was selected for Project Planning and includes activities to evaluate alternatives to improve the Scott Road at-grade crossing in Fort Wayne, Indiana. The project will explore the feasibility of grade-separating the crossing at Scott Road, a north-south connector road, over the Norfolk Southern track. The project aligns with the selection criteria by enhancing safety, as the project will increase the mobility and safety of motorists and pedestrians while increasing the fluidity of the freight rail network in the region. Allen County will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects.

Indiana – St. Joseph and Elkhart County, Indiana Rail Corridor Overpass and Improvements (Up to \$1,000,000)

Michiana Area Council of Governments

The proposed project was selected for Project Planning and Project Development and includes activities to support grade crossing-related improvements in St. Joseph and Elkhart County, Indiana on Norfolk Southern-owned infrastructure. The project aligns with the selection criteria by resulting in corridor-wide grade crossing improvements. The project will improve safety by reducing train, pedestrian, and vehicular incidents allowing for safer travel for multiple modes, such as pedestrian travel, transit, private automobile, and bicycles. The project will also connect residents to a large manufacturing hub currently separated by the track, improving access to economic opportunity. St. Joseph County will contribute the 20 percent non-Federal match. \$580,000 of this project funding amount qualifies for the statutory set-aside for planning.

Iowa – Clay County Crossing #385705E Elimination (Up to \$3,280,000)

County of Clay

The proposed project was selected for Final Design and Construction and includes activities to remove a Canadian Pacific Kansas City at-grade crossing and construct a high-level grade separation in Clay County, Iowa. The project aligns with the selection criteria by enhancing safety, as the project will remove an unsafe railroad crossing and improve the movement of freight and emergency services. Clay County and Canadian Pacific Kansas City will contribute the 31.45 percent non-Federal match. This project qualifies for the statutory set-aside for projects in Rural Areas.

Iowa – Broadway Avenue Phase 2 Crossing Elimination and Safety Improvements Project (Up to \$11,522,095)

County of Polk

The proposed project was selected for Construction and includes activities to grade separate a crossing and improve two additional at-grade rail crossings in Polk County, Iowa. The project will build a roadway underpass at the intersection of a dual Union Pacific Railroad (UPRR) track and Broadway Avenue and install new signals, gates, and raised medians at the other two nearby crossings. This project aligns with the selection criteria by enhancing safety and improving mobility, as the project will reduce incidents, reduce congestion, improve freight and commuter movement, provide multimodal transportation options, and increase roadway safety. Polk County will contribute the 26.1 percent non-Federal match.



Iowa – Merrill Grade Crossings Study (Up to \$540,000)

Iowa Department of Transportation

The proposed project was selected for Project Planning and includes activities to evaluate highway-rail grade crossing safety and a potential highway-rail grade separation in Merrill, Iowa. The project will conduct a planning and feasibility analysis to identify ways to improve highway safety and traffic flows in the Merrill area and mitigate a physical barrier posed by the rail corridor in the community. The project aligns with the selection criteria by enhancing safety, as the project will eliminate the risk of future highway-rail grade crossing incidents. Iowa DOT and BNSF will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects and the statutory set-aside for projects in Rural Areas.

Kansas – Moonlight Road Grade Separation Planning Study (Up to \$536,000)

City of Gardner

The proposed project was selected for Project Planning and includes activities to eliminate the at-grade crossing in Gardner, Kansas. The project will develop grade separation alternatives and select a preferred alternative to mitigate the challenges the Moonlight Road crossing poses for the City of Gardner and BNSF. The project aligns with the selection criteria by enhancing safety, as the project will reduce vehicle and rail delays and improve mobility. The City of Gardner and BNSF will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects.

Kansas – Liberal Crossing Analysis for Routes Enhancing Safety (Liberal CARES) (Up to \$1,639,520)

City of Liberal

The proposed project was selected for Project Planning and Project Development and includes activities to finalize the alternatives analysis and conduct the environmental review and preliminary engineering at an at-grade crossing along the Union Pacific rail corridor at either S. Pershing Avenue or S. Western Avenue in Liberal, Kansas. The project aligns with the selection criteria by resulting in one or more grade-separated crossings, as the project will reduce potential incidents between trains and road vehicles and alleviate delays associated with blocked crossings to improve emergency response times. The City of Liberal and the State of Kansas will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside projects in Rural Areas and \$333,056 of this project funding amount qualifies for the statutory set-aside for Planning projects.

Kansas – Olathe West Track Rail Crossing Study (Up to \$1,750,000)

City of Olathe

The proposed project was selected for Project Planning and includes activities to study eight at-grade crossings in Olathe, Kansas. The project will conduct an alternatives analysis to identify specific capital investments, including crossing closures, grade separations, or other improvements. The project aligns with the selection criteria by enhancing safety, as the project will improve safety, reduce crash risk, improve traffic flow, increase rail operational efficiency, and improve the state of good repair of roadway and rail assets. The City of Olathe and BNSF will contribute the 22 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects.



**Kansas – Eastern Kansas Communities Rail Corridor At-Grade Crossing Elimination Plan
(Up to \$1,720,000)**

City of Spring Hill

The proposed project was selected for Project Planning and includes activities to evaluate 12 crossings and explore a potential new grade-separated crossing within the cities of Spring Hill, Fontana and Fort Scott, Kansas. These communities are connected by the BNSF Fort Scott Subdivision, which spans south from Kansas City, Missouri, through Kansas to Springfield, Missouri. The project aligns with the selection criteria by enhancing safety, as the project will potentially close 12 at-grade community crossings. The Kansas Infrastructure Hub, Spring Hill, Fort Scott, and BNSF will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects and the statutory set-aside for projects in Rural Areas.

**Kentucky – Quarry Road Grade Separation Project – Elimination of 2 At-Grade Crossings
(Up to \$9,589,600)**

Kentucky Transportation Cabinet

The proposed project was selected for Final Design and Construction and includes activities to support grade crossing-related improvements on CSX-owned infrastructure in Hardin, Larue, and Hart Counties. The project aligns with the selection criteria of improving safety and the mobility of people and goods, as the project will allow for safer and more efficient roadway operations adjacent to the CSX mainline and eliminate the risk of future highway-rail grade crossing accidents/incidents along this portion of the corridor through the elimination of two at-grade crossings. The Kentucky Transportation Cabinet will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for projects in Rural Areas.

**Louisiana – Baldwin Railroad Crossing Elimination, Enhancement, and Access Project
(Up to \$2,504,000)**

Town of Baldwin

The proposed project was selected for Final Design and Construction and includes activities to construct an access road to close three crossings and improve two additional crossings on BNSF infrastructure in Baldwin, Louisiana. The project will construct a public access road along the south side of the track within the BNSF right-of-way to facilitate vehicle access to the remaining open crossing. The project aligns with the selection criteria by enhancing safety, as the project will address historical issues with incidents at these locations and will resolve vehicle and emergency responders experiencing blocked at-grade crossings. The Town of Baldwin and BNSF will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for projects in Rural areas.

Maryland – Rosedale (MD) Grade Crossing Improvements and Consolidation (Up to \$2,958,969)

Maryland Department of Transportation

The proposed project was selected for Project Planning, Project Development, Final Design, and Construction and includes activities to support grade crossing-related improvements in Baltimore County on CSX-owned infrastructure. The project will install flashing light signals, automatic roadway gates, bells, and additional signage. Phase Two of the project will complete a grade crossing elimination study. The project aligns with the selection criteria by enhancing safety and improving access to communities, as the project will reduce incidents at crossings. Maryland Department of Transportation, CSX, and Baltimore County will contribute the 22 percent non-Federal match. \$122,012 of this project funding amount qualifies for the statutory set-aside for planning.



Maryland – Kensington MARC Station Overpass Feasibility Study (Up to \$150,000)

Maryland Transit Administration

The proposed project was selected for Project Planning and includes activities to address a pathway-grade crossing at the Kensington MARC station in Kensington, Maryland. This grant will conduct a feasibility study to evaluate the viability of a new, ADA-accessible grade-separated pedestrian and bicycle crossing. The project aligns with the selection criteria by enhancing safety, as the project will reduce pedestrian and bicyclist conflicts with rail traffic and reduce the risk of trespassing. The Town of Kensington and the Maryland Transit Administration will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects.

Massachusetts – High-Risk Grade Crossing Elimination Master Plan (Up to \$4,000,000)

Massachusetts Bay Transportation Authority

The proposed project was selected for Project Planning and includes activities to evaluate 52 high-risk, high-priority pedestrian and roadway grade crossings throughout the greater Boston regional rail network. The project will assess the feasibility and infrastructure needs of these crossings, including potential crossing closures. The project aligns with the selection criteria by enhancing safety, as the project will improve safety by developing a project pipeline, along with understanding rail and traffic bottlenecks and environmental and community impacts. The Massachusetts Bay Transportation Authority will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects.

Massachusetts – Longmeadow Passive Crossing Improvement Project (Up to \$1,200,000)

Massachusetts Department of Transportation

The proposed project was selected for Project Planning and Project Development and includes activities to support grade crossing-related improvements in Longmeadow on Amtrak-owned infrastructure. The project aligns with the selection criteria by improving safety and the mobility of people and goods, as the project will reduce the potential of incidents at a rural crossing that is heavily utilized by pedestrians and located on a nature trail. The project will also improve the efficiency of Amtrak's New Haven to Springfield, Vermonter, and Hartford passenger rail lines. The Massachusetts Department of Transportation and Amtrak will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for projects in Rural Areas and \$144,000 of this project funding amount qualifies for the statutory set-aside for Planning projects.

Michigan – CLEAR Detroit: Central-Lonyo Elimination and Rail Adjustment Project (Up to \$5,200,000)

City of Detroit

The project was selected for Project Development and includes activities to consolidate three Consolidated Rail Corporation at-grade tracks onto two bridges over Lonyo Street and Central Street in Detroit, Michigan. The project will develop preliminary engineering documents and complete an environmental review to consolidate all but one of the at-grade tracks onto two bridges over Lonyo Street and Central Street. The project aligns with the selection criteria by enhancing safety, as the project will eliminate three at-grade crossings, add necessary improvements to other crossings, and remove three aging bridges. The Michigan Department of Transportation and Michigan Infrastructure Office will contribute the 20 percent non-Federal match.



Michigan – Planning for Kalamazoo's Future: Railroad Crossing Eliminations (Up to \$2,575,000)

City of Kalamazoo

The proposed project was selected for Project Planning and includes activities to assess potential safety and mobility improvements in Kalamazoo, Michigan. This project will support a regional planning grant designed to address major challenges related to trains that currently utilize multiple, duplicative railroad crossings in a major urban corridor to access the railyard. This planning grant will allow the city and stakeholders (including state and local rail partners) to investigate at least two proposed concepts to ensure the concepts meet the needs of the community and region. The project aligns with the selection criteria by enhancing safety and increasing mobility, as the project will reduce accident risk and remove access barriers to the transportation network in the city. The State of Michigan will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects.

Michigan – Grade Separation of M-85 and CN Railroad Project (Up to \$73,446,704)

Michigan Department of Transportation

The proposed project was selected for Final Design and Construction and includes activities to support grade crossing-related improvements on Canadian National infrastructure in Trenton, Michigan. The project will eliminate a dangerous at-grade crossing on one of the Downriver Region's busiest traffic corridors, where freight tracks intersect with highway and pedestrian rights-of-way at M-85, a critical north-south route between Detroit and Trenton. The project aligns with the selection criteria by enhancing safety and improving mobility, as the project will address issues related to blocked crossings, including reducing vehicle idling time, eliminating train-vehicle conflicts, improving emergency response times, and improving overall transportation efficiency. Canadian National and the Michigan Department of Transportation will contribute at least 20 percent non-Federal match.

Minnesota – Trunk Highway 47 Corridor and BNSF Railroad Grade Separation Project (Up to \$2,500,000)

City of Anoka

The proposed project was selected for Project Planning and Project Development and includes activities to support grade crossing-related improvements on BNSF-owned infrastructure in the City of Anoka, Minnesota. The project aligns with the selection criteria by improving the mobility of people and goods and access to communities, as the project will eliminate conflict between high volumes of roadway traffic and 75 mph trains, improve the efficiency of Amtrak's Empire Builder and Metro Transit's North Start Commuter Rail and more easily connect residents to attractions and regional destinations, such as the Anoka County Fairgrounds; Wild, Scenic, & Recreational Rum River; and Anoka Nature Preserve. The City of Anoka will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Rural Areas and \$2,187,500 of this project funding amount qualifies for the statutory set-aside for Planning projects.



Minnesota – La Crescent Rail Corridor Safety Improvements (Up to \$229,600)

City of La Crescent

The proposed project was selected for Project Planning and includes activities to evaluate safety improvements to four at-grade crossings in La Crescent, Minnesota. This project will develop concepts to close one highway-rail crossing by combining two of four crossings, reducing the number of crossings from four to three, and install protective devices, signals, and signage. The project aligns with the selection criteria by enhancing safety, as the project will reduce the risk of accidents and address issues related to blocked crossings. The City of La Crescent will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects and the statutory set-aside for projects in Rural Areas.

Minnesota – Connecting Camden - Creating Vibrant Futures (Up to \$2,000,000)

City of Minneapolis

The proposed project was selected for Project Planning and Project Development and includes activities to evaluate potential improvements at three at-grade crossings along CPKC tracks in Minneapolis, Minnesota. The project aligns with the selection criteria by enhancing safety and improving system and service performance, as the project will inform future eliminations and/or grade separations of three frequently blocked crossings. The City of Minneapolis and CPKC will contribute the 20 percent non-Federal match. \$500,000 of this project funding amount qualifies for the statutory set-aside for Planning projects.

Minnesota – Developing an Alternatives Analysis for Railroad Crossing Elimination (Up to \$240,000)

County of Douglas

The proposed project was selected for Project Planning and includes activities to evaluate alternatives for a grade separation at the McKay Avenue at-grade crossing in Alexandria, Minnesota. This project will develop concepts to separate this crossing and improve a nearby crossing on Geneva Road. The project aligns with the selection criteria by enhancing safety, as the project will reduce potential collisions. Douglas County will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects and the statutory set-aside for projects in Rural Areas.

Minnesota – Midway Road (CSAH 13) Railroad Crossing Elimination Planning and Development (Up to \$1,862,400)

County of Saint Louis

The proposed project was selected for Project Planning and Project Development and includes activities to support grade crossing-related improvements on Canadian National-owned infrastructure in the County of Saint Louis. The project aligns with the selection criteria by improving the safety and the mobility of people and goods, as the project will increase freight efficiency by creating a dedicated route for freight trains and motorists, reducing delays, and potentially allowing trains to operate at higher speeds. This project will provide a long-term multimodal freight solution to improve safety, reliability, and efficiency along the Canadian National rail corridor and the Midway Road (CSAH 13) corridor, benefiting the entire region's transportation network. The County of Saint Louis will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for projects in Rural Areas and \$644,800 of this project funding amount qualifies for the statutory set-aside for Planning projects.



Minnesota – TH 10 & CSAH 11 Railroad Crossing Improvement Study (Up to \$1,380,000)

County of Sherburne

The proposed project was selected for Project Planning and Project Development and includes activities to support grade crossing-related improvements on BNSF-owned infrastructure in Becker Township. This at-grade intersection and BNSF rail crossing is an area of safety and mobility concern and several past studies have demonstrated the need for grade separation. The project aligns with the selection criteria by resulting in one grade-separated crossing, as the project will reduce the risk of fatal and serious injury crashes at the railroad crossing, facilitate smoother freight mobility, provide better access to connecting roadway networks, and improve overall transportation efficiency. Sherburne County will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for projects in Rural Areas and \$240,000 of this project funding amount qualifies for the statutory set-aside for Planning projects.

Minnesota – MnDOT Moorhead to Duluth Corridor Crossing Elimination and Improvement Study (Up to \$800,000)

Minnesota Department of Transportation

The proposed project was selected for Project Planning and includes activities to study crossings along a 250-mile stretch of the BNSF Railway Northern Transcontinental Line within the state of Minnesota. The project will evaluate existing conditions, identify alternatives, and develop a corridor project inventory to improve safety. The project aligns with the selection criteria by enhancing safety, as the project will reduce the risk of collisions, injuries, and fatalities. The Minnesota Department of Transportation will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects and the statutory set-aside for projects in Rural Areas.

Minnesota – Southport River Terminal Grade-Separated Feasibility Planning Project (Up to \$636,000)

Port Authority of the City of Saint Paul

The proposed project was selected for Project Planning and includes activities to study the feasibility of replacing an existing highway-rail grade crossing of the Barge Channel Road/UPRR intersection with a grade-separated crossing at the Southport River Terminal in Saint Paul, Minnesota. The Southport River Terminal is an important intermodal hub, serving as the first-mile/last-mile connection between freight traveling on the national rail and highway systems and barges using the national inland waterway system. The terminal is currently impeded by an at-grade mainline railroad crossing, which completely blocks traffic in/out of the terminal and can result in shipping delays and reduced reliability while posing safety concerns. The project aligns with the selection criteria by improving system and service performance, as the project will support the planning necessary to eliminate the at-grade crossing. The Port Authority of Saint Paul will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects.

Mississippi – Dolphin Drive/CSX Grade Separation Project (Up to \$1,200,000)

City of Gautier

The proposed project was selected for Project Development and includes activities to grade separate the intersection of Dolphin Drive and CSX tracks in the City of Gautier, Mississippi. The project aligns with the selection criteria by improving system and service performance, as the project will alleviate congestion due to blocked crossings, reduce emissions from vehicle idling, and improve mobility and access for residents. The City of Gautier and CSX will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for projects in Rural Areas.



Missouri – City of Arnold Railroad Crossing Elimination Study (Up to \$750,000)

City of Arnold

The proposed project was selected for Project Planning and includes activities to study three at-grade crossings along BNSF tracks in the City of Arnold, Missouri. The project will identify feasible alternatives for closing all three at-grade crossings. The project aligns with the selection criteria by enhancing safety and improving mobility, as the project will improve safety, reduce traffic delays, and enable greater overall connectivity. The City of Arnold will contribute the 21.1 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects.

Montana – Montana Avenue Grade Separation Project (Up to \$3,200,000)

City of Helena

The proposed project was selected for Project Development and includes activities to advance the delivery of a grade separation at Montana Avenue in Helena, Montana. The project would conduct preliminary engineering activities and completion of NEPA for a project to construct a roadway overpass, install a two-lane roundabout, and include other multimodal improvements at the adjacent five-point intersection, allowing increased reliability of travel on Montana Avenue. The project aligns with the selection criteria by enhancing safety and increasing mobility, as the project will reduce congestion, reduce the risk of vehicular/rail incidents, eliminate a significant barrier to emergency service providers, and enhance freight rail traffic. The City of Helena, Montana Department of Transportation, and BNSF will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for projects in Rural Areas.

Nebraska – Grand Island Rail Crossing Study (Up to \$600,000)

City of Grand Island

The proposed project was selected for Project Planning and includes activities to assess the conditions of 17 rail crossings in Grand Island, Nebraska. The project will develop a prioritized Corridor Improvement Plan, recommending crossing closures, grade separations, and targeted safety countermeasures to enhance safety and address unreliable travel routes and emergency response delays caused by frequent train traffic. The project aligns with the selection criteria by enhancing safety, as the project will result in one or more grade-separated crossings and corridor-wide grade crossing improvements. The City of Grand Island and BNSF will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects and the statutory set-aside for projects in Rural Areas.

Nebraska – 33rd/Cornhusker Viaduct (Up to \$66,706,880)

City of Lincoln

The proposed project was selected for Final Design, Right-of-Way Acquisition, and Construction and includes activities to eliminate two at-grade crossings in Lincoln. The project will build a new bridge over the rail corridor to eliminate two at-grade railroad crossings at N. 3rd Street and Adams Street. The project aligns with the selection criteria by enhancing safety, as the project will reduce traffic delays, accommodate existing and future traffic, improve mobility across the rail corridor, and improve multimodal connectivity in the area. BNSF, the City of Lincoln, and the Railroad Transportation Safety District will contribute the 20 percent non-Federal match.



Nebraska – Omaha to Lincoln Rail Crossing Study (Up to \$600,000)

Nebraska Department of Transportation

The proposed project was selected for Project Planning and includes activities to evaluate 73 at-grade crossings along 64.5 miles of BNSF track across Nebraska. The project will identify various safety improvements, including crossing closures, installation of active warning devices, realignment of crossings, upgrades to grade crossings, and new roadway connections. The project aligns with the selection criteria by enhancing safety, as the project will result in one or more grade-separated crossings and corridor-wide grade crossing improvements. The Nebraska Department of Transportation and BNSF Railway will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects.

New Jersey – Rail Highway Grade Crossing Safety Study – Long Branch to Bradley Beach (Up to \$800,000)

New Jersey Transit Corporation

The proposed project was selected for Project Planning and includes activities to study the 29 rail-highway grade crossings between Long Branch and Bradley Beach, New Jersey. This project will identify potential crossing closures through data collection and analysis, ranking assessments, and mitigation recommendations. The project aligns with the selection criteria by enhancing safety, as this project will result in corridor-wide grade crossing improvements. New Jersey Transit Corporation will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects.

New Mexico – Clovis Corridor Improvement Project (Up to \$1,040,000)

City of Clovis

The proposed project was selected for Project Development and includes activities to eliminate an existing grade crossing and make improvements to another near the BNSF Clovis Yard in Clovis, New Mexico. The project aligns with the selection criteria by enhancing safety, as the project will result in one or more grade crossing improvements, create a new overcrossing of the BNSF line, improve an existing crossing on the east side of the rail yard, and better integrate rail crossing signals into the surrounding network. The City of Clovis and BNSF will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for projects in Rural Areas.

New Mexico – McKinley County-BNSF Rail Crossing Elimination (Up to \$3,312,000)

McKinley County

The proposed project was selected for Project Planning and includes activities to evaluate the potential grade separation of 10 existing at-grade crossings in McKinley and Cibola counties, New Mexico. This project will conduct planning, alternatives analysis, and conceptual pre-engineering. The project aligns with the selection criteria by enhancing safety, as the project will reduce or eliminate vehicle and pedestrian injuries and fatalities. McKinley County and the New Mexico Department of Finance and Administration will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects and the statutory set-aside for projects in Rural Areas, and specifically for projects in counties with 20 or fewer residents per square mile.



New Mexico – Allison Road Grade Separated Crossing Project (Up to \$44,890,094)

New Mexico Department of Transportation

The proposed project was selected for Construction and includes activities to support grade crossing and bridge-related improvements on BNSF infrastructure and on Amtrak's Southwest Chief route in Gallup, New Mexico. The grade-separated crossing will carry vehicular and non-motorized traffic and connect a newly aligned Allison Road north of the rail corridor with Florence Street (approximately 100 yards west of the existing at-grade Allison Road crossing) south of the corridor. The project aligns with selection criteria by enhancing safety and improving mobility, as the project will enhance the efficiency of mobility for all users, including transit users and operators, first responders, pedestrians, and cyclists. BNSF, the New Mexico Department of Transportation, and the City of Gallup will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for projects in Rural Areas, and specifically for projects in counties with 20 or fewer residents per square mile.

New York – City of Port Jervis Railroad Crossing Elimination (Up to \$159,600)

City of Port Jervis

The proposed project was selected for Project Planning and includes activities to develop pedestrian accessibility improvements for an existing at-grade crossing in Port Jervis, New York. The project will conduct planning, alternatives analysis, and stakeholder engagement. The project aligns with the selection criteria by enhancing safety, as the project will evaluate current conditions and develop plans for pedestrian improvements, potentially including an active pedestrian gate, ADA accessible ramps, and signage. The City of Port Jervis will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects and the statutory set-aside for projects in Rural Areas.

New York – Hudson Line Passive Crossing Improvement Project (Up to \$6,240,000)

New York State Department of Transportation

The proposed project was selected for Final Design and Construction and includes activities to improve six crossings on Amtrak's Hudson Line in Hudson, Glenville, and Hoffmans, New York. The project aligns with the selection criteria by enhancing safety, as the project will install lights and gates at all six passive crossings. New York State Department of Transportation and Amtrak will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for projects in Rural Areas.

New York – Ocean Avenue and Pond Road Grade Crossing Elimination Project (Up to \$2,240,000)

New York State Department of Transportation

The proposed project was selected for Project Planning and Project Development and includes activities to eliminate two crossings on Long Island Railroad infrastructure in Islip, New York. The project will undertake the necessary planning, preliminary engineering, and NEPA activities to grade separate Ocean Avenue and Pond Road. This project aligns with selection criteria by enhancing safety, as the project will reduce transportation-related fatalities and serious injuries and improve traffic flow at the highway-rail grade crossings. New York State will contribute the 20 percent non-Federal match. \$336,000 of this project funding amount qualifies for the statutory set-aside for Planning projects.



New York – Roaring Brook Grade Crossing Elimination Project (Up to \$2,608,000)

New York State Department of Transportation

The proposed project was selected for Project Development and includes activities to complete the necessary preliminary engineering and environmental work for a highway-rail grade separation on Roaring Brook Road near the intersection of the Saw Mill River Parkway (SMRP) in the town of New Castle, New York in Westchester County. With over 100 passenger train movements per day and average delay times of 45-50 seconds per vehicle for each train event currently, a grade separation will eliminate the possibility of collisions and significantly reduce overall vehicle delays and associated emissions from queued vehicles. The project aligns with selection criteria by enhancing overall safety, improving access to emergency services, and reducing the overall number of vehicle collisions. The New York State Department of Transportation will contribute the 20 percent non-Federal match.

North Carolina – Orr Road Grade Separation and At-Grade Rail Crossing Closure (Up to \$3,704,000)

City of Charlotte

The proposed project was selected for Project Development and Final Design and includes activities to replace an at-grade rail crossing with a new grade-separated crossing for the City of Charlotte, North Carolina, located on the Southeast High-Speed Rail corridor. The project aligns with the selection criteria by enhancing safety, as the project will improve rail operations and increase efficiency for the existing Norfolk-Southern (NS) freight rail service, the North Carolina Department of Transportation (NCDOT), and Amtrak passenger rail service, as well as future high-speed passenger rail service between Washington, D.C., Charlotte, and Atlanta, Georgia, as part of the Southeast High-Speed Rail (SEHSR) corridor. The City of Charlotte will contribute the 20 percent non-Federal match.

North Carolina – NC State University/North Carolina Railroad Crossing Safety Training Program (Up to \$3,000,000)

NC State University

The proposed project was selected for Project Planning and includes activities to establish RailTAP (Rail Technical Assistance Program), a training and education initiative aimed at improving safety and reducing accidents at highway-rail grade crossings. The project will educate the public and workers about rail crossing risks, promote safety practices to reduce accidents and injuries, and provide localized training for those involved with rail crossings. The project aligns with the selection criteria by enhancing safety, as the project will educate railway workers, contractors, first responders, citizens, municipal and state employees, business owners, and others. The North Carolina Railroad Company will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects and the statutory set-aside for Highway-Rail Grade Crossing Safety Information & Education Programs.

North Dakota – Marley Crossing Planning Project on ND-1804 (Up to \$1,920,000)

North Dakota Department of Transportation

The proposed project was selected for Project Planning and Project Development and includes activities to support grade crossing-related activities in Trenton Township, North Dakota on BNSF infrastructure and on Amtrak's Empire Builder corridor. This project aligns with the selection criteria by resulting in one or more grade-separated crossings, as the project will improve safety for rail and roadway users, reduce delays and emissions through a reduction in idling vehicles, and improve emergency access. BNSF and the North Dakota Department of Transportation will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for projects in Rural Areas, and specifically for projects in counties with 20 or fewer residents per square mile. Project funding in the amount of \$120,000 qualifies for the statutory set-aside for Planning projects.



Ohio – East Orange Road Underpass, Delaware County, Ohio (Up to \$21,000,000)

Ohio Rail Development Commission

The proposed project was selected for Final Design, Right-of-Way Acquisition, and Construction and includes activities to eliminate one at-grade railroad crossing with a rail-over grade separation in Lewis Center, Ohio. The project aligns with the selection criteria by enhancing safety and improving system and service performance, as the project will allow unabated access for people and goods and improve access and safety for school and work commuters. The Ohio Rail Development Commission, the Delaware County General Fund, Delaware County tax increment financing (TIF) sources, and the Mid-Ohio Regional Planning Commission will contribute the 38.6 percent non-Federal match.

Ohio – Hines Hill Road, Hudson, Ohio Grade Separation (Up to \$13,705,000)

Ohio Rail Development Commission

The proposed project was selected for Final Design, Right-of-Way Acquisition, and Construction and includes activities to remove an existing at-grade crossing and build a grade separation on a critical corridor in the City of Hudson, Ohio. The project aligns with the selection criteria by enhancing safety, as the project will improve safety, traffic flow, and emergency service response times. The Ohio Rail Development Commission, Norfolk Southern, and the City of Hudson will contribute the 29.7 percent non-Federal match.

Ohio – Race Road, North Ridgeville, Ohio Railroad Grade Separation (Up to \$26,250,000)

Ohio Rail Development Commission

The proposed project was selected for Project Development, Final Design, Right-of-Way Acquisition, and Construction and includes activities to grade separate Race Road and close an at-grade crossing at Maddock Road in North Ridgeville, Ohio. The Project will grade-separate one crossing and close another, thereby eliminating all at-grade crossings over a three-mile stretch of Norfolk Southern track and subsequently improving safety. In addition, the project will construct a dedicated mixed-use path for cyclists and pedestrians. The project aligns with selection criteria by enhancing safety and mobility by eliminating a grade crossing, lessening delays resulting from blocked trains, and improving emergency response times by approximately two minutes. The Ohio Rail Development Commission, the City of North Ridgeville, and Norfolk Southern will contribute the 20 percent non-Federal match.

Ohio – S Court Street, Circleville, Ohio Railroad Grade Separation (Up to \$20,000,000)

Ohio Rail Development Commission

The proposed project was selected for Project Design, Final Design, Right-of-Way Acquisition, and Construction and includes activities to replace an existing at-grade crossing with a grade separation on the Norfolk Southern Heartland Corridor in the City of Circleville, Ohio. The City of Circleville faces significant challenges due to at-grade railroad crossings that cause frequent traffic delays and impact emergency services. During these delays, the city is divided into north and south sections, complicating emergency responses and everyday travel. The project aligns with the selection criteria by enhancing safety and mobility, as the project will improve safety, traffic flow, and emergency service response times, and enhance overall mobility within the city. The City of Circleville and The Ohio Rail Development Commission will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for projects in Rural Areas.



Oklahoma – Claremore Rail Corridor Revitalization: Enhancing Mobility and Safety for a Connected Community (Up to \$424,000)

City of Claremore

The proposed project was selected for Project Planning and includes activities to conduct a community corridor study to assess the feasibility of grade-separated railroad crossings in Claremore, Oklahoma. The Claremore Rail Corridor Revitalization study will focus on four major roadways within the city—Blue Starr Drive, Will Rogers Boulevard, Lynn Riggs Boulevard (Route 66), and Patti Page Boulevard (2nd Street, Oklahoma State Highway 20)—which encompass seven at-grade railroad intersections critical to Claremore’s transportation network. The project aligns with the selection criteria by enhancing safety, as the project will reduce emergency responder delays, increase access to healthcare facilities, reduce congestion, and enhance overall mobility within the city. The City of Claremore will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects and the statutory set-aside for projects in Rural Areas or on Tribal Lands.

Oklahoma – Mannford Railroad Crossing Planning Project to Improve Basin Road Connection (Up to \$1,200,000)

Oklahoma Department of Transportation

The proposed project was selected for Project Planning and includes activities to evaluate an at-grade crossing at Basin Road in Mannford, Oklahoma. The project will conduct public and stakeholder engagement and an alternatives analysis to consider grade-separated alternatives for an existing at-grade crossing. The project aligns with the selection criteria by enhancing safety and improving mobility, as the project will alleviate congestion from blocked crossings and improve emergency evacuations and emergency responder access. Oklahoma Department of Transportation will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects and the statutory set-aside for projects in Rural Areas or on Tribal Lands.

Oklahoma – Occupied Crossing Mitigation Project (Up to \$25,448,000)

Oklahoma Department of Transportation

The proposed project is for Project Development, Final Design, Right-of-Way Acquisition, and Construction and includes activities to install a siding to improve three and close two grade crossings in Davis, Oklahoma. The project will construct a track siding, remove an existing siding, close two at-grade crossings, and implement safety improvements at an additional three crossings. The project aligns with the selection criteria by resulting in one or more grade-separated crossings as the project will resolve issues with vehicles and emergency responders encountering blocked crossings. Oklahoma Department of Transportation and BNSF will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for projects in Rural Areas or on Tribal Lands.

**Oklahoma – Prioritizing Crossings to Save Lives in Central Oklahoma (Up to \$400,000)***Oklahoma Department of Transportation*

The proposed project was selected for Project Planning and includes activities to evaluate 52 at-grade crossings in Edmond, Norman, and Oklahoma City, Oklahoma. The project will analyze a variety of suitable strategies, balancing the needs of the community and safety against improved mobility and surface transportation network flow. The project aligns with the selection criteria by enhancing safety, as the project will reduce crossing incidents along a busy corridor. The Project aims to enhance the mobility of various transportation modes, improving accessibility to community services, local businesses, healthcare, schools, and various other amenities. Oklahoma Department of Transportation will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects.

Oregon – Reed Market Road Grade Separation Project (Up to \$32,321,299)*City of Bend, Oregon*

The proposed project was selected for Project Development and includes activities to construct a highway-rail grade separation and close an existing at-grade crossing in the City of Bend, Oregon. The project aligns with the selection criteria by enhancing safety, as the project will reduce the risk of vehicular/rail incidents while maintaining free-flowing freight rail traffic. BNSF Railway and the City of Bend will contribute the 30 percent non-Federal match. This project qualifies for the statutory set-aside for projects in Rural Areas.

Oregon – Reedsport Grade Separation Project (Up to \$3,993,224)*Oregon International Port of Coos Bay*

The proposed project was selected for Project Development and includes activities for new overcrossing and safety upgrades at an adjacent crossing in Reedsport, Oregon. The project aligns with the selection criteria by enhancing safety, as the project will drastically reduce the possibility of vehicle-train collisions, and completely remove the risk of accidents between trains and road users. The Oregon International Port of Coos Bay (OIPCB) will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for projects in Rural Areas.

South Carolina – Assembly Street Railroad Separation Project (Up to \$204,200,000)*City of Columbia*

The proposed project was selected for Final Design, Right-of-Way Acquisition, and Construction and includes activities to support grade crossing-related improvements on Norfolk Southern and CSX-owned infrastructure in Columbia, South Carolina. The project will consolidate freight operations from two corridors into one. The project aligns with selection criteria by enhancing safety, as the project will improve safety, reduce delays, and enhance freight mobility. The City of Columbia, Richland County, and South Carolina Department of Transportation will contribute the 20 percent non-Federal match.



South Carolina – City of North Charleston Rivers Avenue Grade Separation Planning (Up to \$940,000)

City of North Charleston

The proposed project was selected for Project Planning and includes activities to plan a grade separation at Rivers Avenue over CSX railroad in North Charleston, South Carolina. The project will conduct planning efforts to study traffic delays and stoppages at the rail crossing to develop improvements. The project aligns with the selection criteria by enhancing safety and improving mobility, as the project will reduce delays, increase safety, and support multimodal connectivity. The City of North Charleston will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects.

South Dakota – I-90 Exit 46 (Elk Creek Road) Railroad Crossing Removal Project (Up to \$15,968,864)

South Dakota Department of Transportation

The proposed project was selected for Construction and includes activities to eliminate the at-grade railroad crossing of Elk Creek Road and the Rapid City, Pierre, and Eastern Railroad in western South Dakota. The project will create a new bridge with a different alignment over the railroad. The project aligns with the selection criteria by enhancing safety and connectivity, as the project will improve connectivity and access in the rural communities of the Town of Piedmont and the City of Summerset, South Dakota. The South Dakota Department of Transportation will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for projects in Rural Areas, and specifically for projects in counties with 20 or fewer residents per square mile.

South Dakota – Sioux Falls Railroad Corridor Analysis and Crossing Safety Study (Up to \$1,000,000)

South Dakota Department of Transportation

The proposed project was selected for Project Planning and includes activities to conduct a comprehensive study of 130 at-grade crossings within the Sioux Falls Metropolitan Area in Lincoln and Minnehaha Counties, South Dakota. This project will conduct a corridor analysis and crossing safety study of highway-rail and pathway grade crossings to prioritize safety improvements and potential closures. The project aligns with the selection criteria by enhancing safety, as the project will reduce the incidence of train-vehicle collisions and increase travel efficiency for both trains and cars. The South Dakota Department of Transportation will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects and the statutory set-aside for projects in Rural Areas.

Tennessee – Chattanooga Clear Through: Hamill Road Grade Separation Project (Up to \$1,295,000)

City of Chattanooga

The proposed project was selected for Project Development and includes activities to support grade crossing improvements on the Cincinnati, New Orleans, and Texas Pacific (subsidiary of Norfolk Southern Railway) mainline. The expected improvements serve the DeButts Yard, a critical transportation hub and catalyst for economic activity not only in Chattanooga but across the Southeast. This project aligns with selection criteria by enabling the necessary planning and analysis to improve grade crossings, as the project will improve rail operations and increase roadway and pedestrian mobility. The City of Chattanooga will contribute the 20 percent non-Federal match.



Texas – Clifton Railroad Grade Separation and Crossing Closure Study (Up to \$266,800)

City of Clifton

The proposed project was selected for Project Planning and includes activities to explore the closure and grade separation for two crossings in Clifton, Texas. This project will develop a feasibility study to determine how these crossings can be closed, improved, supplemented with grade-separated crossings, or replaced with grade-separated crossings. The project aligns with the selection criteria by enhancing safety, as the project will result in safer and more efficient movement of people and goods through the city. The City of Clifton, BNSF, Goodall-Witcher Healthcare Foundation, and Lutheran Sunset Ministries will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects and the statutory set-aside for projects in Rural Areas, and specifically for projects in counties with 20 or fewer residents per square mile.

Texas – Copperas Cove Railroad Flyover Planning Study (Up to \$331,200)

City of Copperas Cove

The proposed project was selected for Project Planning and includes activities to determine the best alternative for providing at least one grade-separated crossing in Copperas Cove, Texas. Project activities will include stakeholder engagement and an alternatives analysis to examine three at-grade crossings to explore grade-separated solutions for those locations. The project aligns with the selection criteria by enhancing safety and improving mobility, as the project will address blocked crossing issues, including improving emergency services response times, decreasing travel times, and reducing train-vehicle incidents. The City of Copperas Cove and BNSF will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects.

Texas – East End Triangle R.A.I.L.S. Plan: Resilience Access and Improved Logistics for Safety (Up to \$2,000,000)

Harris County

The proposed project was selected for Project Planning and includes activities to comprehensively assess train impacts at 14 at-grade crossings in the East End Triangle community in Houston, Texas. The study will include data analysis, coordination with railroads, emergency services, other critical stakeholders, and extensive community engagement to recommend improvements. The project aligns with the selection criteria by enhancing safety, as the project will improve safety and mobility in the community. Harris County and the City of Houston will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects.

Texas – Eliminating Rail Crossings in Texas and New Mexico Project (Up to \$73,061,388)

Texas Department of Transportation

The proposed project was selected for Right-of-Way Acquisition and Construction and includes activities to grade separate one crossing and close two additional crossings along BNSF track in Farwell, Texas, and Texico, New Mexico. The project will construct a new Texico bypass roadway alignment to allow for grade separation and crossing closures. The project aligns with selection criteria by enhancing safety, as the project will reduce blocked crossings, increase access for emergency responders, and reduce dwell time for motorists, therefore reducing the impact of exhaust emissions on the environment. New Mexico Department of Transportation, Texas Department of Transportation, and BNSF will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for projects in Rural Areas.



Texas – Longview At-Grade Rail Crossing Elimination and Safety Study (Up to \$485,244)

City of Longview

The proposed project was selected for Project Planning and includes activities to study the 33 at-grade rail crossings in Longview, Texas. The project will determine the feasibility for eliminating at-grade crossings or improvements to make them safer and more efficient for freight trains, road users, pedestrians, and bicyclists. The project aligns with the selection criteria by enhancing safety, as the project will determine the actions to be taken to make each crossing as safe as possible for the traveling public while not impeding freight and passenger rail transportation. The City of Longview will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects and the statutory set-aside for projects in Rural Areas.

Texas – Wilmeth/McIntyre Road Grade Separation Project (Up to \$3,139,500)

City of McKinney

The proposed project was selected for Project Planning, Project Development, and Final Design and includes activities to grade-separate McIntyre Road from Dallas Area Rapid Transit tracks in McKinney, Texas. The project will develop pre-NEPA studies, surveys, deliverables, and subsequent environmental activities to develop a grade separation. The project aligns with the selection criteria by enhancing safety and connectivity, as the project will reduce future incidents, especially considering forecasted growth. The City of McKinney will contribute the 30 percent non-Federal match. This project qualifies for the statutory set-aside for projects in Rural Areas and \$1,404,000 of this project funding amount qualifies for the statutory set-aside for Planning projects.

Utah – Provo Subdivision Rail Consolidation (Up to \$7,502,400)

Utah Department of Transportation

The proposed project was selected for Project Development and includes activities to consolidate two adjacent rail corridors owned by Union Pacific and Utah Railways into a single corridor in Utah County, Utah. The project will remove 19 grade crossings, abandon 7 miles of track through Spanish Fork and Springville, UT, and improve 10 additional crossings on the new consolidated corridor. The project aligns with selection criteria by enhancing safety, as the project will remove crossings, create a more efficient transportation network, and improve travel times for both rail and vehicles. The Utah Department of Transportation will contribute the 20 percent non-Federal match.

Virginia – Portlock Road Grade Separation (Up to \$1,034,800)

City of Chesapeake

The proposed project was selected for Project Planning and Project Development and includes activities to support grade crossing-related improvements on Norfolk Southern-owned infrastructure and Amtrak's DC-Norfolk route in Chesapeake, Virginia. The project will conduct a feasibility study, preliminary engineering, and environmental work to develop a grade separation at Portlock Road. The project aligns with the selection criteria by enhancing safety, as the project will provide residents, businesses, and first responders with reliable vehicular access, while also improving freight and passenger rail efficiency. The City of Chesapeake and the Virginia Department of Rail and Public Transportation will contribute the 20 percent non-Federal match. Project funding in the amount of \$196,000 qualifies for the statutory set-aside for Planning projects.



Virginia – Harrisonburg/Rockingham Rail Crossing Elimination and Relocation Planning Project (Up to \$240,000)

City of Harrisonburg

The proposed project was selected for Project Planning and includes activities to evaluate the relocation of approximately 3.1 miles of Norfolk Southern line away from the city center and James Madison University in Harrisonburg, Virginia. The project aligns with the selection criteria by enhancing safety, as the project will consider relocation alternatives that could eliminate 10 highway-rail and 9 pathway-rail grade crossings in a densely populated urban environment. The City of Harrisonburg, Rockingham County, and James Madison University will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects and the statutory set-aside for projects in Rural Areas.

Virginia – Broad Rock Boulevard Grade Separation Study and Development (Up to \$2,704,000)

City of Richmond

The proposed project was selected for Project Planning and Project Development and includes activities to support grade crossing-related improvements on CSX-owned infrastructure in Richmond, Virginia. The project will conduct planning and design work to develop an overpass over the rail. The project aligns with the selection criteria by improving mobility, as the project will eliminate delays at the crossing due to blocked crossings. The City of Richmond and the Virginia Department of Rail and Public Transportation will contribute the 20 percent non-Federal match. Project funding in the amount of \$330,000 qualifies for the statutory set-aside for Planning projects.

Virginia – Suffolk Downtown Grade Crossing Study (Up to \$2,808,000)

City of Suffolk

The proposed project was selected for Project Planning and Project Development and includes activities to grade-separate Washington Street from the Norfolk Southern rail line and implement closures or improvements at an additional six at-grade crossings. The project will study and design a vehicular crossing, either above or below the railroad at Washington Street, and explore closure and/or upgrade options at the other crossings. The project aligns with the selection criteria by enhancing safety and mobility, as the project will increase the reliability of travel and resolve increasing issues with vehicular traffic and emergency responders encountering blocked at-grade crossings on this corridor. The City of Suffolk and the Virginia Department of Rail and Public Transportation will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for projects in Rural Areas and \$396,000 of this project funding amount qualifies for the statutory set-aside for Planning projects.

Virginia – Spotsylvania County Rail Safety Corridor Project - Track 2 Project Development (Up to \$1,232,000)

County of Spotsylvania

The proposed project was selected for Project Development and Final Design and includes activities to advance safety measures at three CSX highway-rail grade crossings in Spotsylvania, Virginia. The project will install four-quadrant gates with flashing beacons at Mine Road and flashing beacons at the Spur at Benchmark Road; it will also implement a potential grade separation at the crossing at Lansdowne Road. This project aligns with the selection criteria by enhancing safety, as the project will improve safety and the mobility of people, goods, and services. The County of Spotsylvania will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for projects in Rural Areas.



Virginia – Giles County, Virginia - Railroad Crossing Improvements (Up to \$304,000)

Giles County Board of Supervisors

The proposed project was selected for Project Planning and includes activities to study four of the highest priority highway-rail grade crossings in Giles County, Virginia. The project will assess potential solutions to improve the safety and mobility concerns to benefit pedestrians, vehicular traffic, and train service. The project aligns with the selection criteria by enhancing safety, as the project will improve the safety and mobility of people and goods. Giles County will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects and the statutory set-aside for projects in Rural Areas.

Virginia – Hungary Road Grade Separation Project (Up to \$1,612,000)

Henrico County

The proposed project was selected for Project Development and includes activities to grade-separate Hungary Road from CSX's rail line in Henrico County, Virginia. The project will complete preliminary engineering and a NEPA reevaluation for an overpass that would eliminate the existing at-grade crossing. The project aligns with the selection criteria by enhancing safety and reducing emissions, as the project will reduce blocked crossing incidents, reduce travel delays, and reduce emissions caused by vehicle idling and reduce noise caused by train horns. Henrico County and Virginia Department of Rail and Public Transportation will contribute the 20 percent non-Federal match.

Virginia – Ashland At-Grade Crossing Study (Up to \$421,200)

Town of Ashland

The proposed project was selected for Project Planning and includes activities to conduct a feasibility analysis studying combinations of potential crossing improvements, grade separations, and tunneling for seven separate railroad crossing locations within the Town of Ashland, Virginia. This project aligns with the selection criteria by enabling the necessary planning and analysis to determine potential solutions to improve these grade crossing, as the project will improve mobility for buses, bikers, pedestrians, and emergency service vehicles stopped by blocked crossings. The Town of Ashland and Virginia Department of Rail and Public Transportation will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects.

Washington – Malaga Waterfront Park Grade Crossing Improvements (Up to \$1,517,540)

Chelan County

The proposed project was selected for Project Development, Final Design, and Construction and includes activities to improve the at-grade crossing on West Malaga Road in Chelan County, Washington. The project will install active warning devices, a pathway-rail grade crossing, roadway profile improvements, grade crossing panels, thermoplastic railroad crossing pavement markings, striping and signage, and an acceleration lane onto Malaga-Alcoa Highway. This project aligns with the selection criteria by enhancing safety, as the project will reduce incidents at a crossing where vehicular traffic is estimated to increase. Chelan County will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for projects in Rural Areas.



Washington – Aberdeen Railroad Corridor Crossing Elimination and Safety Improvement Study (Up to \$240,000)

City of Aberdeen

The proposed project was selected for Project Planning and includes activities to study the feasibility of improving at least six grade crossings in Aberdeen, Washington. The project will analyze current conditions and analyze alternative improvements. The project aligns with the selection criteria by enhancing safety, as the project will result in corridor-wide grade crossing improvements. The City of Aberdeen will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects and the statutory set-aside for projects in Rural Areas.

Washington – Smith Island Safety: Grade Crossings Elimination and Highway Connections Project (Up to \$18,090,000)

City of Everett

The proposed project was selected for Final Design and Construction and includes activities to eliminate a high traffic crossing of a BNSF mainline and make safety improvements to the adjacent intersection. The project aligns with the selection criteria by resulting in one or more grade-separated crossings, as the project will eliminate two existing crossings through the construction of an overpass and new integrated roundabout. A group of private project partners and local businesses will contribute the 22 percent non-Federal match.

Washington – Kent, WA-BNSF Railway Corridor Crossing Safety Study (Up to \$2,400,000)

City of Kent

The proposed project was selected for Project Planning and includes activities to study safety issues at eight existing BNSF at-grade railroad crossings in Kent, Washington. The project will conduct an alternatives analysis that consists of traffic modeling and analyses. The project aligns with the selection criteria by enhancing safety, as the project will outline potential project alternatives to improve mobility and safety on a busy rail corridor. The City of Kent, BNSF, Amtrak, and Sound Transit will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects.

Washington – City of Monroe's Feasibility Study for Railroad Crossing Elimination (Up to \$320,000)

City of Monroe

The proposed project was selected for Project Planning and includes activities to study five at-grade crossings along BNSF Railway's rail line to determine if they should be grade separated, closed, or if other safety improvements should be pursued. The project aligns with the selection criteria by helping advance efforts to address critical safety, connectivity, mobility, and socioeconomic equity concerns in the project study area. The City of Monroe will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects and the statutory set-aside for projects in Rural Areas.



West Virginia – Keyser Safety and Mobility Project (Up to \$800,000)

West Virginia Department of Transportation

The proposed project was selected for Project Planning and includes activities to address safety and traffic delay concerns associated with two at-grade crossings in Keyser, West Virginia. The project will provide a baseline assessment of mobility, delays, and safety improvement associated with two at-grade crossings. The project aligns with the selection criteria by improving mobility and safety, as the project will reduce blocked crossings and improve access to neighborhoods north of the crossing. West Virginia Department of Transportation will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects and the statutory set-aside for projects in Rural Areas.

West Virginia – WV-2 At-Grade Crossing Assessment Project (Up to \$1,000,000)

West Virginia Department of Transportation

The proposed project was selected for Project Planning and includes activities to identify and address safety, traffic delay, and mobility concerns at six highway-rail grade crossings in Cabell and Mason Counties, West Virginia. The project will identify and prioritize needed improvements at several CSX at-grade crossings located within a 38-mile portion of the WV 2 corridor. The project aligns with the selection criteria by improving safety, as the project will reduce vehicular accident rates and traffic delays due to blocked crossings. West Virginia Department of Transportation will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects and the statutory set-aside for projects in Rural Areas.

West Virginia – WV 45 Apple Harvest Drive Grade Separation Study (Up to \$1,440,000)

West Virginia Department of Transportation

The proposed project was selected for Project Planning and includes activities to initiate the WV 45 (Apple Harvest Drive) Grade Separation Study Project in Martinsburg, West Virginia. The project will conduct planning, design, and environmental reviews to address mobility, safety, and congestion needs by grade-separating a highway-rail grade crossing. The project aligns with the selection criteria by improving safety, as the project will reduce collision risks and improve traffic flow. West Virginia Department of Transportation will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects and the statutory set-aside for projects in Rural Areas.

Wisconsin – City of Horicon Rail Safety Planning Project (Up to \$160,000)

City of Horicon

The proposed project was selected for Project Planning and includes activities to evaluate and recommend safety improvements for five at-grade crossings in Horicon, Wisconsin. The project will evaluate the existing conditions at each crossing to determine if closure, grade separation, or upgraded signals would be the solution to address current issues at the five crossings. The project aligns with the selection criteria by enhancing safety, as the project will improve multimodal transportation safety and resilience during hazard events and reduce accidents and crash risks. The City of Horicon will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects and the statutory set-aside for projects in Rural Areas.



Wisconsin – 28th Street Grade Separation (Up to \$1,988,800)

City of Superior

The proposed project was selected for Project Planning and Project Development and includes activities to support the 28th Street Superior Grade Separation Project in Superior, Wisconsin. The proposed project will evaluate the alternatives for a rail crossing grade separation including consideration of alignments and the methods of such a separation, multimodal improvements, and associated impacts. This project aligns with the selection criteria by improving the safety, comfort, quality, and accessibility of the multimodal network in Superior, providing east–west access along North 28th Street. The City of Superior and BNSF Railway will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for projects in Rural Areas and \$300,000 of this project funding amount qualifies for the statutory set-aside for Planning projects.

Wisconsin – Walnut Road Union Pacific Grade Separation Community Connector (Up to \$1,000,000)

City of Wauwatosa

The proposed project was selected for Project Development and includes activities to grade-separate Walnut Road from the Union Pacific tracks in Wauwatosa, Wisconsin. This project will conduct preliminary engineering and other design disciplines to determine detailed estimates of risks, costs, benefits, and impacts of the grade separation. The project aligns with the selection criteria by enhancing safety, as the project will result in safe and efficient multimodal access to the City of Wauwatosa's Department of Public Works. The City of Wauwatosa will contribute the 20 percent non-Federal match.

Wisconsin – Fond du Lac County Railroad Corridor Study (Up to \$300,000)

Fond du Lac County

The proposed project was selected for Project Planning and includes activities to examine four at-grade crossings in Friendship and Van Dyne, Wisconsin. The project will assess various alternatives to improve the safety and mobility of each of these contiguous crossings on the Wisconsin Central corridor, and specifically the feasibility of a grade separation for the crossing at Kinker Road. In addition, this study may consider upgrades to a nearby crossing at Lone Elm Road, which are already planned by the Wisconsin Department of Transportation. The project aligns with the selection criteria by enhancing safety, as the project will improve emergency response times and eliminate vehicle conflicts with trains. Fond du Lac County will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects and the statutory set-aside for projects in Rural Areas.

Wisconsin – Brice Prairie Rail Safety and Grade Separation Plan: A Comprehensive Planning and Environmental Linkages (PEL) Study to Explore Crossing Closures and Grade Separation Options for the Community (Up to \$728,000)

La Crosse County

The proposed project was selected for Project Planning and includes activities to explore potential crossing closures and/or grade separation options in the Town of Onalaska, Wisconsin, to improve access to Brice Prairie. Brice Prairie, a census-designated place and island on the Mississippi River, is only accessible via two roads. Both roads intersect the same rail line and are often simultaneously blocked, isolating Brice Prairie from the mainland. The project aligns with the selection criteria by improving access to communities and emergency services, as the project will eliminate delays caused by occupied crossings. The Town of Onalaska, La Crosse County, BNSF Railway, and La Crosse Area Planning Committee will contribute the 20 percent non-Federal match. This project qualifies for the statutory set-aside for Planning projects and the statutory set-aside for projects in Rural Areas.



U.S. Department of Transportation
Federal Railroad Administration

Wyoming – Reed Avenue Corridor Rail Crossing Eliminations Project (Up to \$2,560,500)

City of Cheyenne

The proposed project was selected for Project Development, Final Design, and Construction and includes activities to close or improve several at-grade crossings along the Reed Avenue Corridor and BNSF tracks in Cheyenne, Wyoming. The project aligns with the selection criteria by enhancing safety, as the project will eliminate four crossings, upgrade five remaining crossings, and fence the entire corridor to improve pedestrian safety. The City of Cheyenne will contribute the 25 percent non-Federal match. This project qualifies for the statutory set-aside for projects in Rural Areas.

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